(d). The election shall take place at the annual meeting and shall be by individual secret ballot unless there shall be only one nominee or the unanimous consent of all present is obtained for any other method.

(e). Any nominee for an office other than Councilor receiving a majority of votes cast in the first ballot shall be declared elected. Should none receive a majority, the two receiving the highest number of votes shall then be balloted on and the one receiving the majority shall be declared elected.

(f) The six nominees for Councilors receiving the highest number of votes shall be declared elected.

(g) The required number of delegates receiving the highest numbers of votes shall be declared elected.

(h) Each officer except the Councilors shall serve for one year and until his successor is elected.

6332 Multnomah County Medical Society

AMENDMENTS TO THE CONSTITUTION

Adopted on December 18, 1940

1. To amend Article III, Section 2, so as to read as follows:

Section 2. Every physician who is duly licensed to practice medicine and surgery by the Board of Medical Examiners of the State of Oregon, who has resided in Multnomah County or had a principal place of business in Multnomah County six (6) months or more, who is of good moral and professional standing and who is practicing in accordance with the Principles of Medical Ethics of the American Medical Association, shall be eligible to apply for membership under the conditions prescribed by the Constitution and By-Laws of this Society. Residence requirements shall not apply to Interne Members. Physicians residing in neighboring counties, that do not have organized county or district societies, may become Active Members of this Society upon fulfilling the same requirements as those residing in Multnomah County.

2. To amend Article III, Section 3, so as to read as follows:

Section 3. An Active Member shall be a physician who is duly licensed to practice medicine and surgery

by the Board of Medical Examiners of the State of Oregon and who has been elected to such membership after having previously held junior membership as provided herein; provided that an Active Member whose membership was in good standing at the time of the adoption of this amendment shall be held to be an Active Member.

3. To amend Article III, Section 4, so as to read as follows:

Section 4. A Junior Member shall be a physician duly licensed to practice medicine and surgery by the Board of Medical Examiners of the State of Oregon, elected to such status as provided in the By-Laws of this Society. He shall be entitled to all the privileges of membership, except that he shall not be eligible to elective office. Such junior membership shall terminate automatically three years from the date of the member's election thereto, without prejudice to such member's privilege to apply for active membership, at least six months before the expiration of a junior membership, the General Secretary shall notify such member of the date of the expiration of his junior membership. An application for active membership shall accompany such notice. Such Junior Member shall file an application for active membership with the General Secretary within thirty days from the mailing of such notice and application; provided, that the Council, under unusual circumstances, may waive such time limit. Such member shall be entitled to all the privileges of such junior membership pending the acceptance or rejection of his application for active membership; provided, such application shall be accepted or rejected within six months from the expiration of such junior membership.

6333 4. To amend Article III, Section 6, so as to read as follows:

Section 6. Physicians who have been Active Members of this Society in good standing for thirty years shall be eligible for life membership; provided no physician shall be entitled to life membership until he has reached the age of 65 years, except under unusual circumstances. Such membership shall be granted upon the written application of the member. Life Members shall be entitled to all the privileges of active

membership so far as voting and holding office are concerned, but shall be exempt from further payment of dues except the per capita dues of the Oregon State Medical Society.

5. To amend Article III, Section 7, so as to delete sub-section (c).

6. To amend Article IV, Section 4, Sub-Section A, so as to read as follows:

Section 4. A. The Council shall elect a nominating committee of three of its members to report recommendations for nominations of officers before December 1st of each year.

6334 Multnomah County Medical Society

AMENDMENT TO THE CONSTITUTION

Adopted on December 17, 1941

To amend Article IV, Section 4A so as to read as follows:

Article IV, Section 4A. The Council, at its November meeting, shall elect a nominating committee of three of its members to report recommendations for nominations of officers.

6335 Multnomah County Medical Society

BY-LAWS

6336 Portland City and County Medical Society

AMENDMENTS TO THE BY-LAWS

Adopted by the Council on November 22, 1933

1. To amend existing Section 2 of Chapter II by strik-out the words, "In the event of the resignation or death or removal of the President he shall be succeeded in office by the Vice-President",

2. To amend Chapter II by inserting a new section to be designated as Section 2 as follows:

"The President-Elect shall endeavor to attend all meetings of the Council in order to thoroughly familiarize himself with the problems and procedures of the Society and at the last meeting of the official year he shall automatically become President. In the event of the resignation or death or removal of the President, the President-Elect shall succeed to the presidency, serving the incompleted term as well as the customary term for which he was elected.

3. To renumber existing Sections 2, 3, 4, 5, and 6 of Chapter II to make them Sections 3, 4, 5, 6, and 7, respectively, in order that the various sections may appear in the proper serial order.

6337 Multnomah County Medical Society

AMENDMENT TO THE BY-LAWS

Adopted by the Council on March 6, 1934

To amend Chapter I, Section 3, so as to read as follows:

Section 3. Delinquent Members. A member is in good standing, unless otherwise disqualified, whose dues are paid by November 30 of the current year. A member who is not in good standing on account of non-payment of dues may be reinstated in accordance with Section 8 of this chapter. When dues remain unpaid at the end of the fiscal year members shall be automatically suspended. Delinquent members shall not vote nor be elected to office. A member in good standing wishing to withdraw from the Society shall upon request be granted a withdrawal card signed by the president and secretary.

6338 Multnomah County Medical Society

AMENDMENTS TO THE BY-LAWS

Adopted by the Council on December 4, 1934

To amend Section 2 of Chapter 1 so as to read as follows:

Section 2. New members. Whether applying for active, associate, or non-resident membership the method of application and election shall be as follows:

Any person desiring membership in this Society shall make application on a regular blank form provided by the Society for that purpose. The application shall be endorsed by two members in good standing. It shall be read in open society and referred to the Board of Censors, which shall in turn investigate the applicant's standing, and report at the earliest subsequent meeting possible. If the Board of Censors rejects the application, the report of rejection shall be made to the Council and it shall not be reported to or voted upon by the Society. If the Board of Censors approves the application, it shall be voted upon by ballot. A two-thirds vote of all members present shall be necessary for election.

6339 Multnomah County Medical Society

AMENDMENT TO THE BY-LAWS

Adopted by the Council on May 5, 1936

To amend Chapter I, Section 2 by adding a subsection to be designated 2A as follows:

2A. On December 31, 1936, and annually thereafter on each December 31st, membership in this Society shall terminate; except that the membership of life members, honorary members and members of the Council shall not terminate, and the Society shall not be thereby terminated.

At least 30 days prior to December 31, 1936, and annually thereafter at least 30 days prior to each December 31st, every person desiring membership in this Society shall make written application therefor to the Secretary of the Society on forms to be furnished by him, together with a tender of all unpaid dues such applicant may owe to the Society.

The Council shall consider the applications for membership, and shall accept or reject said applications; provided that it shall require a two-thirds vote of the Council to reject any applicant who shall have been a member of this Society immediately before filing his said application. Accepted applicants shall be members from the time of such acceptance. Within 20 days after January 1, 1937, and within 20 days after each January 1 thereafter, the Secretary shall mail to each applicant a written notice stating that he has been accepted or rejected.

This by-law shall be in addition to the other provisions concerning membership now included in the Constitution and By-Laws of this Society.

Any applicant whose application is thus refused may file a written "Demand for Acceptance of Application" with the Council of the Oregon State Medical Society, within six months after the state on which his application was required to be filed, which will be in the nature of an appeal to said Council. The applicant shall have the burden of proving his qualification for membership. The decision of the said Council shall be final and binding on this Society.

6340 Multnomah County Medical Society

AMENDMENT TO THE BY-LAWS

Adopted by the Council on December 15, 1936

To amend Chapter I, Section 2A, by inserting at the close of Paragraph 3, the following words:

The period within each twenty days after each January 1 shall be a period of grace, during which period all members shall retain their full rights and privileges of membership.

6341 Multnomah County Medical Society

AMENDMENTS TO THE BY-LAWS

Adopted by the Council on December 15, 1937

1. To amend Chapter I. Section 1, so as to read as follows:

   Section 1. Present Members. The active membership of this Society shall be made up of all those members who at the time of the adoption of this Constitution and By-Laws, are in good standing and who comply with the requirements of the Constitution and By-Laws of the Society, and also those who subsequently qualify under this Constitution and these By-Laws.

2. To amend Chapter I, Section 2, so as to read as follows:

Section 2. Whether applying for Active, Junior, Interne, Associate or Non-Resident Membership, the method of application and election shall be as follows: Any person desiring to become a member of this Society shall make application on a regular blank form provided by the Society for that purpose. The application shall be endorsed by two members in good standing. It shall be read in open Society and referred to the Board of Censors which shall in turn investigate the applicant's standing and report at a subsequent meeting of the Council. If the Board of Censors rejects the application, the report of rejection shall be made to the Council, and the application shall not be voted upon by the Council or general Society. If the Board of Censors approves the application, it shall be voted upon by ballot by the Council as soon as the Council may readily consider the application. A two-thirds vote of all members of the Council present shall be necessary to approve the application. If the Council rejects the application, it shall not be voted upon by the general Society. If the Council approves the application, it shall be so reported at a subsequent meeting of the Society. A two-thirds vote of all present at such meeting shall be necessary for election.

Such application shall be deemed to be an agreement on the part of the applicant to be bound by the Constitution, By-Laws and duly passed amendments of the Constitution and By-Laws of this Society and the actions of the Society and officers thereof taken pursuant to said Constitution and By-Laws exclusive of any other remedy, legal or otherwise. This amendment is not to be construed as adding anything to the effect of such an application, but merely as a statement of present rights and privileges of members. If any present member shall not desire to be bound by this statement, it shall be his duty to resign from the Society forthwith.

All applications shall be returned to the Secretary and filed by him for future reference.

3. To amend Chapter I, so as to eliminate entirely Section 2A.

4. To amend Chapter I. Section 3, so as to read as follows:

Section 3. A member is in good standing, unless otherwise disqualified, whose dues are paid by November 30th of the current year. A member who
6342 is not in good standing on account of non-payment of dues may be reinstated by the Council by a two-thirds vote at any time during the following year by payment of his indebtedness to the Society, including dues for the current year. When dues remain unpaid at the end of the fiscal year, members shall be automatically suspended, and if such a member remains delinquent at the end of the next fiscal year, his membership shall be automatically terminated. Delinquent members shall not be entitled to vote at meetings of the Society nor be elected to office. A member who is in good standing wishing to withdraw from the Society shall, upon request, be granted a withdrawal card signed by the President and Secretary.

5. To amend Chapter I, Section 4, so as to read as follows:

Section 4. The annual dues for each respective class of member shall be as follows:

(1) Dues for Active Members and Junior Members shall be the annual active membership dues of the Oregon State Medical Society plus $5.00;

(2) Interne Members: Gratis;

(3) Life Members: Gratis except the annual dues of the Oregon State Medical Society;

(4) Non-Resident Members: The annual active membership dues of the Oregon State Medical Society plus $5.00; except in the case of a member who pays his state society dues to some other state association which is a constituent of the American Medical Association, in which case the annual dues shall be $5.00;

(5) Associate Members: The annual associate membership dues of the Oregon State Medical Society plus $2.00;

(6) Honorary Members: Gratis.

All dues shall be payable January 1st of each year.

6. To amend Chapter I, Section 5, so as to read as follows:

Section 5. All the members shall be equally privileged to attend all general Society meetings and may take part in all scientific proceedings. Meetings of the Council shall be open to members of the Society, but such member shall take no part unless invited to do so by the presiding officer; provided that no member may attend a meeting of the Council or of the Board of Censors when those bodies are engaged in considering violations of this Constitution and By-Laws, unless permitted to do so by those respective bodies.

7. To amend Chapter I, Section 7, so as to read as follows:

Section 7. (a) A member who has been convicted of a felony, or whose license to practice medicine has been revoked by the Oregon State Board of Medical Examiners shall be dropped automatically from the rolls of this Society as of the date of such conviction or revocation, unless the Council, within thirty (30) days from the date of such conviction, shall decide that such forfeiture of membership is unjustified; provided that if the Council decides that such a member shall not be dropped because of such conviction, he shall be held to have been continuously in good standing insofar as the operation of this subsection is concerned.

6343

(b) A member who is guilty of gross misconduct either as a physician or citizen, or who violates any of the provisions of the Constitution of this Society or these By-Laws, shall be liable to censure, suspension or expulsion.

(c) It shall be deemed a violation of these By-Laws for any member to pay, or offer to pay, commissions to any person who may recommend to them patients requiring general or special treatment, or surgical operations. It is equally a violation for a member to solicit or receive such commissions.

(d) The procedure in hearing charges and disciplinary action shall be the following, where no extraordinary circumstances are present:

(1) The Board of Censors shall make a preliminary examination into the merits of any case, and make kindly efforts in the interest of peace, conciliation and reformation. The accused shall be given an opportunity to be present before a meeting of the Board of Censors and an opportunity to be heard in his own defense. The accuser should also be given an opportunity to be present, where feasible. A member or members of the Grievance Committee of the Society or other such Committee, may also be present.

(2) If the condition or charge under consideration is not satisfactorily corrected by such conciliation meeting, formal charges in writing may be filed with the Secretary against such member, by the accuser or a committee of the Society. The Secretary shall forthwith mail a copy of the charges to the accused and to the chairman of the Board of Censors.

(3) The Board of Censors shall proceed to consider such charges. The said Board shall not take any action thereon within ten (10) days of the mailing of the copy of the charges to the accused, and shall give the accused notice of the meeting to consider such charges by mailing a notice of the time and place of such meeting at least seven (7) days prior to the meeting. The accused shall be given an opportunity to be present at such meeting.

(4) After considering such charges and whatever evidence is present in support or in opposition thereof, the Board of Censors shall present its conclusions to the Council in the form of a recommendation (a) that the charges are not sustained; or (b) that the charges are sustained and that the accused be (1) censured; (2) suspended for a definite time, or (3) expelled.

(5) The Council shall then consider the recommendation of the Board of Censors as soon as feasible. The Council shall mail a notice of the meeting to consider such recommendation to the accused

at least three (3) days before such meeting, and give the accused, and any other person desired by the Council, an opportunity to be heard.

6344 Censure or suspension shall require a two-thirds vote of the members of the Council, and a three-fourths vote shall be required to expel a member.

(6) The action of the Council shall be final, except that the accused or the Society shall have the same opportunity to appeal to the Oregon State Medical Society and the American Medical Association as heretofore.

(7) At all hearings provided for in this section an attorney selected by the Society may be present, to advise the Council, Board of Censors, other Committees of the Society participating, and the accused as to procedure. No attorney for the accused may be present or participate at such hearings, unless specifically permitted by the Board of Censors or the Council.

(8) If the accused shall not appear at any meeting of which he has been notified pursuant to this section, he shall be deemed in default, and forfeit any rights he might have had to appear, unless he shall provide a written excuse satisfactory to the body considering the charges.

(9) The Council or the Board of Censors may continue any hearings under this section if deemed advisable.

(10) All notices provided for herein to be mailed to the accused member shall be mailed to the address of the accused on the roster of the Society.

8. To amend Chapter I, Section 9, so as to read as follows:

Section 9. Members expelled from this Society for any cause shall be eligible to apply for membership after one year from date of expulsion on the same terms and in like manner as original applicants.

9. To amend Chapter II, Section 1, so as to read as follows:

Section 1. The President shall preside at all meetings of the Society, except section meetings, enforce

due observance of the Constitution and By-Laws, preserve order and decorum, call for reports, see that all committees perform their respective duties, call special meetings on urgent occasions, and sign all documents requiring his signature. It shall be his privilege to take part in debates, vote as an ordinary member in the election of officers and members, but on no other questions coming before the Society except to cast a deciding vote in case of a tie; provided, however, that nothing herein contained shall limit the duties and power of the President to vote in any disciplinary proceedings being considered by the Council. He shall announce the result of all votes, introduce all speakers and guests to the meeting, be ex-officio member of all standing committees, and at the annual meeting present an address on some topic of timely interest to members of the medical profession; he shall counter-sign all warrants drawn on the Treasurer, and he shall preside at all meetings of the Council. After his term of office has expired, he shall serve for one year as a Councilor.

6345 10. To amend Chapter II, Section 2, so as to read as follows:

Section 2. The President-elect shall become President when inducted into office at the annual meeting next succeeding the annual meeting at which he is elected to the office of President-elect.

11. To amend Chapter II, Section 3, so as to read as follows:

Section 3. The Vice-President shall assist the President in the performance of his duties, substitute for the President when called upon to do so by the President, and have the powers and duties of the President during the President's temporary absence. In the event of the resignation, death, disqualification or removal of the President, the Vice-President shall become President for the unexpired term. In such event a Vice-President to serve the Vice-President's unexpired term shall be elected at the next regular meeting of the general Society by a majority of those present at such meeting, provided a quorum is present.

12. To amend Chapter II, Section 5, so as to read as follows:

Section 5. It shall be the duty of the general Secretary to give (3) days' notice of the meeting of the Society to all members, to notify members of their election or appointment, either as an officer or on committees, and transact by correspondence all business of the Society. He shall enter the minutes in a book kept for that purpose, such minutes to consist of a resume of the papers and reports, and a description of all pathological specimens and to read them at the following meeting. He shall superintend all ballots. It shall further be his duty to notify the Treasurer of the election or resignation of members. He shall serve as Secretary of the meetings of the Council. He shall report the number and names of the active members to the Secretary of the Oregon State Medical Society thirty (30) days in advance of the annual meeting of that Society. At the end of each year he shall deposit in the archives of the Society at the University of Oregon Medical School Library all of the Society's scientific books and documents in his possession.

13. To amend Chapter II, Section 7, of the By-Laws so as to read as follows:

Section 7. Delegates to the Oregon State Medical Society. The Delegates shall attend and faithfully represent this Society and the profession of ths county in the House of Delegates of the Oregon State Medical Society. In the absence or inability of a Delegate to serve, an alternate appointed by the President shall serve in his place. After their election at the annual meeting of the Society, the Delegates shall meet and select a chairman, who shall have power to call them together at any time when questions pertaining to the functions of the Society make a meeting desirable. Such a meeting shall be called when requested by three Delegates, or when ordered by the Council of the Oregon State Medical Society. A meeting shall always be held before the annual meeting of the Oregon State Medical Society to receive the instructions of the Council of the Multnomah County Medical Society and to discuss the policy of the delegation. The chairman shall make a report to the Council at its annual meeting.

6346 14. To amend Chapter III, Section 2, so as to read as follows:

Section 2. Special meetings may be called by the President at any time and shall be called on the written request of three or more members of the Council. At least one (1) days' notice of all meetings shall be given and the call for the meetings shall contain information as to the nature of the business to come before it, and no other business shall be transacted, provided that when two-thirds of the members of the Council are present, by the unanimous vote of all Councilors present, the Council may act on suggestions not included on the call for the meeting.

15. To amend Chapter III, Section 4, so as to read as follows:

Section 4. The Council shall be the legislative body of this Society. It shall be presided over by the President, and except where these By-Laws provided that the Vice-President may exercise the duties and powers of the President, and its transactions shall be recorded by the General Secretary. Before it shall come all matters of business and it shall dispose of these except when, on motion, they may be ordered referred to the Society. In case of the resignation, death, disqualification or removal of a member of the Council, the method of selection of a successor, where not otherwise provided in these By-Laws, shall be that such a successor shall be elected at the next regular meeting of the general Society by a majority of those present, provided a quorum is present.

16. To amend Chapter III, Section 6, so as to read as follows:

Section 6. The Council shall elect three of its members to serve as a Board of Censors, which Board shall have the powers and duties set out in the Constitution of this Society and these By-Laws.

17. To amend Chapter III, Section 7, so as to read as follows:

Section 7. The last regular meeting of the Council occurring previous to the annual meeting of the Society shall be known as its annual meeting. At this meeting all officers, committees and delegates shall

make summary reports for the past year. The term of office of all Councilors, Alternate Councilors, Delegates, and Elective Committees shall begin at the time of election.

18. To amend Chapter III, so as to eliminate entirely Section 8.

19. To amend Chapter III, so as to eliminate entirely Section 9.

20. To amend Chapter VI, Section 3, so as to read as follows:

Section 3. The University of Oregon Medical School Library shall be the official library and repository of all scientific books, papers and reports of the
6347 Society.

21. To amend Chapter VII, Section 1, so as to read as follows:

Section 1. A quorum at any regular meeting of this Society shall consist of twenty-five (25) or more members who are qualified to vote.

To amend Chapter VII, Section 3, so as to read as follows:

Section 3. A quorum at any annual meeting shall consist of fifty (50) or more members qualified to vote.

22. To amend Chapter IX, so as to read as follows:

These By-Laws may be amended, repealed in part, deleted or added to by the Council at any regular meeting on a three-fourths vote of all present, provided that such proposed amendment or change shall be first presented to the Council, and in open Society, at least two (2) weeks prior to the time of voting, and a notice in accordance with Chapter III, Section 2, of the By-Laws shall have been mailed to members of the Council at least one (1) day prior to the meeting at which the amendment is to be considered.

AMENDMENTS TO THE BY-LAWS

Adopted by the Council on November 10, 1939

1. To amend Chapter 1, Section 2, so as to read as follows:

Section 2. Whether applying for Active, Junior, Interne, or Associate Membership, the method of application and election shall be as follows: Any person desiring to become a member of this Society shall make application on a regular blank form provided by the Society for that purpose. The application shall be endorsed by two members in good standing. It shall be read in open Society and referred to the Board of Censors which shall in turn investigate the applicant's standing and report at a subsequent meeting of the Council. If the Board of Censors rejects the application, the report of rejection shall be made to the Council, and the application shall not be voted upon by the Council or general Society. If the Board of Censors approves the application, it shall be voted upon by ballot by the Council as soon as the Council may readily consider the application. A two-thirds vote of all members of the Council present shall be necessary to approve the application. If the Council rejects the application, it shall not be voted upon by the general Society. If the Council approves the application, it shall be so reported at a subsequent meeting of the Society. A two-thirds vote of all present at such meeting shall be necessary for election.

Such application shall be deemed to be an agreement on the part of the applicant to be bound by the Constitution, By-Laws and duly passed amendments of the Constitution and By-Laws of this Society and the actions of the Society and officers thereof taken pursuant to said Constitution and By-Laws exclusive of any other remedy, legal or otherwise. This amendment is not to be construed as adding anything to the effect of such an application, but merely as a statement of present rights and privileges of members. If any present member shall not desire to be bound by this statement, it shall be his duty to resign from the Society forthwith.

All applications shall be returned to the Secretary and filed by him for future reference.

2. To amend Chapter I, Section 4, so as to read as follows:

Section 4. The annual dues for each respective class of member shall be as follows:

(1) Dues for Active Members and Junior Members shall be the annual active membership dues of the Oregon State Medical Society plus $5.00;

(2) Interne Members: Gratis;

(3) Life Members: Gratis except the annual dues of the Oregon State Medical Society;

(4) Associate Members: The annual associate membership dues of the Oregon State Medical Society plus $2.00;

(5) Honorary Members: Gratis.

All dues shall be payable on January 1st of each
6349 year.

3. To amend Chapter IV so as to read as follows:

Section 1. The standing committees of the Society shall be as follows:

(a) Committee on Program

(b) Committee on Public Relations

(c) Committee on Public Policy

(d) Committee on Public Health

(e) Committee on Medical Education and Hospitals

(f) Committee on Library

(g) Committee on Medical Economics

(h) Committee on Charitable Medical Care

(i) Committee on Membership

(j) Committee on Constitution and By-Laws

(k) Advisory Committee to Woman's Auxiliary

(l) Committee on Necrology

Section 2. Unless otherwise provided herein, the above committees shall consist of three members appointed by the President for a three-year term. Upon

the adoption of these By-Laws, one member of such committees shall be appointed for one year, one for two years, and one for three years, and each shall serve until his successor shall be appointed. The President may also designate the chairman of such committees. Unless otherwise provided herein, such committees shall only act under the instructions of the Council or Society.

Section 3. The Committee on Program shall be appointed annually, and shall consist of three members, of which the Secretary shall be chairman. The committee shall determine the character and scope of the scientific proceedings of the Society.

Section 4. The Committee on Public Relations shall represent the Society in interpreting to the public the aims and accomplishments of the medical profession and in the cultivation of intelligent and friendly relationships between the public and the medical profession.

Section 5. The Committee on Public Policy shall represent the Society in obtaining and enforcing legislation in the interest of public health. The President and President-Elect shall be ex-officio members of this committee.

Section 6. The Committee on Public Health shall keep in touch with and investigate projects relating to public health and hygiene, and shall serve as a liaison agency between this society and official and voluntary agencies interested in this field.

6350 The President or the Committee may appoint sub-committees, if such action appears necessary to carry on more effectively the work of this committee.

Section 7. The Committee on Medical Education and Hospitals shall represent the Society in dealing with problems relating to medical education and hospitals, and shall serve in the capacity of the Council on Medical Education and Hospitals of the American Medical Association in this county.

Section 8. The Committee on Library shall cooperate with the University of Oregon Medical School Library.

Section 9. The Committee on Medical Economics shall investigate problems in the field of medical economics, and report to the Council or Society thereon.

Section 10. The Committee on Charitable Medical Care shall represent the Society in matters relating to the medical care of the indigent and medically indigent, and serve as a liaison agency between this Society and official or voluntary organizations providing such care. The committee shall assist in maintaining a high quality of medical care to the indigent.

Section 11. The Committee on Membership shall stimulate the affiliation of all ethical physicians of the county with the Society.

Section 12. The Committee on Constitution and By-Laws shall recommend any additions to or amendments to the Constitution and By-Laws as shall appear necessary or desirable.

Section 13. The Advisory Committee to the Woman's Auxiliary shall act in an advisory capacity in the formulation and execution of the programs and activities of the Woman's Auxiliary to the Society.

Section 14. The Committee on Necrology shall prepare suitable statements concerning deceased members and may publish the same in any publication of the Society.

Section 15. Committees for special purposes may be appointed at any time by the Society or the Council. Unless otherwise provided, the personnel of such committees shall be selected by the President.

6351 Multnomah County Medical Society

AMENDMENT TO THE BY-LAWS

Adopted by the Council on February 3, 1942

To amend Chapter IV, Section 2, so as to read as follows:

Section 2. Unless otherwise provided herein, the above committees shall consist of three members appointed annually by the President as soon after the annual meeting as practical. The President may also designate the Chairman of each committee. Unless otherwise provided, herein, such committees shall only act under the instructions of the Council or of the Society.

6352 Multnomah County Medical Society

AMENDMENT TO THE BY-LAWS

Adopted by the Council on February 5, 1946

To amend Chapter 4, Section 4, so as to read as follows:

Section 4. The annual dues for each respective class of membership shall be as follows:

(1) Dues for Active Members and Junior Members shall be the annual active membership dues of the Oregon State Medical Society plus $15.00;

(2) Interne Members: Gratis;

(3) Life Members: Gratis except the annual dues of the Oregon State Medical Society;

(4) Associate Members: The annual Associate Membership dues of the Oregon State Medical Society plus $2.00;

(5) Honorary Members: Gratis.

All dues shall be payable on January 1st of each year.

Plaintiff's Exhibit 1108

6353 January 26, 1940.

National Hospital Association,
Portland, Oregon.

Gentlemen:—

In March 1937, the undersigned physicians had a definite agreement with your organization as to fees, both for the Lakeview Hospital, Inc., and for ourselves as individual physicians, and as to conditions for justifying services, etc.

It has come to our attention that certain cases of an apparent bona fide nature are not being satisfactorily cared for by your association.

Hereafter we must refuse to take care of any and all cases parading under the banner of the N H A, as to do so is to lose a good part of our fees and hospital bills. The only authorization we can have is a ticket from the employer, or the word of the book-keeper as to the claimant's right to service; and when you refuse to accept this au-

thorization, then we can not see any reason for taking care of your cases.

Very sincerely,

W. P. Wilbur, M D

E D Everett, M D

Wm. P. Chisholm, M D

Chas. E. Leithead, M D.

(Dr. H E Kelty is away for a month or so, hence his signature not available.)

Plaintiff's Exhibit 1109

COPY

6354

February 5, 1940.

W. P. Wilbur, M. D.
E. D. Everett, M. D.
Wm. P. Chisholm, M. D.
Chas. E. Leithead, M. D.
H. E. Kelty, M. D.

Dear Doctors:

On January 22 we wrote Dr. Wilbur asking if he expected to be in Portland and, if so, requested that he call at our office as we wished to discuss with him the accounts of several members whose eligibility we were having some difficulty in establishing. In that letter we told Dr. Wilbur that if he was not expecting to be in Portland, we would endeavor to adjust the matter by correspondence as we were anxious to bring our accounts with him up to date. Your letter of January 26 apparently is the doctor's answer to our letter, as you state that it has come to your attention that "certain cases of an apparent bona fide nature are not being cared for by the Association and, therefore, in the future you must refuse to care for any or all cases parading under the banner of the National Hospital Association."

We can't help feeling, doctors, that you have acted rather hastily in this matter, particularly since your experience will show that the National Hospital Association is not trying to avoid responsibility for any legitimate claims and (except for the several bills in question) you have been paid promptly.

For your information at this time, the bills that we were holding include two cases of appendicitis of Dr. Wilbur's—one by the name of Fred Anderson on whom the doctor operated during the month of June, and the other Don Fletcher operated during the month of August. Payment of these bills was held for the reason that the audit of the company's payroll did not show that either man had worked in the month he was operated. However, since writing the doctor, we have made a re-check and have found that Mr. Anderson was on the E. C. Hall Company payroll but a short time in the month of June but that before that time he had worked for another contractor who was under the Association's coverage. Therefore, this account was found in order and our check will be mailed at once, if it has not already been mailed. The case of Mr. Fletcher, however, is still in doubt, as we find that this man was not employed in the month of August and, so far as we have been able to learn, made no payments to this Association for that month. We also want to remind Dr. Wilbur that the bills of which he complains did not reach this office until November 17. This includes the Anderson bill for the operation performed in June and the Fletcher bill for the operation performed in August. Does it not appear that Dr. Wilbur may be somewhat at fault for not mailing his bills more promptly?

6355 I find that there is also a bill from Dr. Chisholm received here October 23 for assistance in the case of Fred Anderson, and since this case was found in order a check is being mailed to him.

We sincerely regret any misunderstanding that may have arisen between the doctors of Lakeview and the Association as our relations have been very pleasant, but we fail to see where we have been at fault at this time. However, if you doctors feel that you can not accept National Hospital Association tickets, it will be satisfactory with us as we can mail our checks to the employes. The difficulty here is, however, that sometimes it happens that the employes do not have the funds to pay and also sometimes do not turn the money over that we send to them. Will you

please advise us definitely how you would like us to handle the accounts in the future?

Yours very truly,

NATIONAL HOSPITAL ASSOCIATION

(Signed) C C BECHTOLD
C. C. Bechtold
General Manager

CCB:c

6356 NATIONAL HOSPITAL ASSOCIATION

(Emblem)

ESTABLISHED 1906
ATWATER 5291

MOHAWK BUILDING, 716 S.W. THIRD
PORTLAND, OREGON U.S.A.

January 22, 1940

Dr. W. P. Wilbur
Lakeview, Oregon

Dear Doctor:

We have been assembling information to enable us to pass on the several bills for service to the employes of E. C. Hall Co., but there still seems to be some irregularities that make it appear that some of these cases were not eligible to the service.

Are you expecting to be in Portland within the next two weeks? If so, would you please call; however, if not, we will try to adjust the matter by correspondence as we want to bring these accounts up to date.

Very truly yours,

NATIONAL HOSPITAL ASSOCIATION

(Signed) C C BECHTOLD
C. C. Bechtold
General Manager

CCB:dm

Plaintiff's Exhibit 1110

6357 · Lakeview Hospital, Inc.,
Lakeview, Oregon.

Feb. 25, 1940

Second regular semi-monthly meeting of directors held at Hospital at 7:30 p m this date, following officers and directors present:

President, ... W. P Wilbur, M D
Vice-President ..... C E Leithead, M D
Secretary-Treasurer ..... E D Everett, M D
Director ..... Wm P Chisholm, M D

Payment of December Industrial Fees, together with Jan Salary, Directors Fees, and accrued assistant fees.

Adoption of contract with Teachers Group, and filing of list of signees.

Because of unsatisfactory settlement of fees accrued, both to hospital and to individual physicians, attached letter to National Hospital Association was authorized.

Adjourned on motion.

(Signed) E D EVERETT
E D Everett, Secretary-Treasurer.

Countersigned:

(Signed) W P WILBUR
W P Wilbur, M D
President.

•••••

Lakeview Hospital, Inc.,
Lakeview, Oregon.

Feb 8, 1940.

First regular meeting of directors held at Hospital at 7:30 p m this date, all officers and directors present, except Dr. H E Kelty.

Financial report for January read and ordered filed.

Schedule of disbursements Jan 8—Feb 8, 1940, read, approved, and ordered filed.

Auditing of fees submitted against Industrial Fund.

Payment of bonus of $16.94 to Mary H Farnsworth, in lieu of salary deducted while ill in January, authorized on

motion. No sick leave is ordered or authorized, but each case of absence on account of sickness to be considered on its merits.

Reply of National Hospital Association to letter of recent date, read and ordered filed, without action. In view of the action taken by Council of State Medical Society, in January relative to association with unrecognized health or Hospital associations, no reply was considered necessary, as we have already notified the National Hospital Association that we would accept no more tickets of that organization nor furnish hospitalization to its patrons under such contracts; this does not mean that service will not be rendered individuals, but that other means of payment must be provided, and that after bills have been paid either to Hospital or physician attending, such receipts will be given as to enable the patient to recover from the N H A.

Adjourned on motion

(Signed) E D Everett, M D
E D Everett, M D
Secretary-Treasurer

Countersigned:

(Signed) W P Wilbur
W P Wilbur, M D
President.

Plaintiff's Exhibit 1111

6358 • • • • •

Countersigned.

(Signed) W P WILBUR
W P Wilbur, President.

•••••

Lakeview, Oregon.

Nov 28, 1940.

Second semi-monthly meeting of Board of directors held at Hospital at 7:30 p m this date; all officers and directors were present.

Discussion of the Klamath County set-up as to Industrial practice; Mr. Hicks, Secy of Klamath Medical Service Bureau, and a representative of the State Medical Society participated in the discussion.

Adjourned on motion.

(Signed) E D EVERETT, M D
E. D. Everett, M D
Secretary-Treasurer

Counter-signed

(Signed) W P WILBUR
W P Wilbur
President.

Plaintiff's Exhibit 1112

March 13 - The first regular meeting of the Month was held. Present were Dr. Klement, W. L. Wilbur W. P. Wilbur and J. N. Robertson.

Four Lithy members wish contract coverage and applied to O.P.S. who referred their application to us. Our contract does not cover all staff groups.

Change in wage scales for nurses was again discussed, and was to be in force from April 1, 1947.

J. N. Robertson Secretary

March 27 1947 -

The second regular meeting was held - Discussion of Chamber of Commerce membership was made, and it was decided not to join at the present time.

Purchase of a new washing machine or laundry to be done at the new laundry was discussed - Further information to be obtained

J. N. Robertson, Secretary

(This is from the minutes of the Lakeview Hospital Association.)

Officers of Lakeview Hospital Inc. listed by years.

year	1936	37	38	39	40	41	42	43	44	45	46	47	48
Dr. H.E.Kelty	D	D	VP	P	D	D	VP	VP	VP	D	D		
E. D. Everett, M.D.	ST	ST	ST	ST	ST	ST	ST	*	----Deceased				
Dr. C.E. Leithead	VP	P	D	D	VP	P	D	D	D	VP	P	Retired	
Dr. W. P. Chisholm	D	VP	P	D	D	VP	P	(Military Service)		D	ST	D	
Dr. W. P. Wilbur	P	D	D	VP	P	D	D	ST	ST	P	D	P	P
Dr. J.H.Robertson										ST	D	ST	D
Dr. W.I.Wilbur											D	D	D
Dr. Paul J.Kliewer											D	VP	ST D
Dr. W.J.Strieby													D

P- President; VP- vice-pres; ST- Sec'y-Treas;
D- director

Plaintiff's Exhibit 1113

Plaintiff's Exhibit 1114

6361 MEDICAL CONTRACT

THIS AGREEMENT, EXECUTED IN TRIPLICATE, made and entered into this ..... day of ..... 194.... A.D., by and between

LAKEVIEW HOSPITAL, INCORPORATED,

an Oregon Corporation, of Lakeview, Oregon, hereinafter called the party of the first part, and

.....

of Lakeview, Oregon, hereinafter called the party of the second part,

WITNESSETH: for the consideration named herein party of the first part agrees to furnish necessary medical and surgical treatment and hospitalization for sickness and injury of such of the employees of the party of the second part in it operations located within Lake County, Oregon, and its environs, as have not rejected by written notice to their employer the terms of this agreement, as set forth in the following numbered paragraphs:

1. Hospital care shall include:

A. All necessary hospital attention, bed, board and nursing, and temporary appliances for injuries; medicines, dressings, and medical attentions, until patient is able to leave hospital, not exceeding three months for any one illness or injury; first aid treatment, and transportation where reasonably required;

B. Diagnosis, physical therapy, X-ray; also private nurse and/or private room in critical cases, when and as required in the judgment of the attending physician.

2. TERRITORIAL LIMITATIONS:

A. First party shall not be required to go beyond the limits of Lake County in order to treat any patient, nor shall first party be required to transport any patient beyond said limits; nor shall first party be liable for any medical service or hospitalization rendered any employee outside said limits, unless the same is an emergency/or is specifically authorized by party of the first part.

B. Employees who are covered by this agreement who may become or be sick or injured outside said limits shall,

however, become entitled to the benefits of this agreement upon returning within the territory covered by this agreement. No employee shall be entitled to any benefits under this agreement while outside its territorial limits, unless an emergency exists, and/or unless specific authorization is issued by party of the first part for emergency care of such employee who may become ill or suffer injury outside said territorial limits.

This provision establishing certain territorial limits is in accordance with the plan adopted by the Executive Committee of the Council of the State Medical Society, Bureau of Medical Economics, adopted January 24, 1940. which reads, "The services provided subscribers when away from their home communities ordinarily are limited to emergency care. Authorization for other services must be obtained in advance from the Bureau of which the patient is a subscriber."

The party of the first part therefore requires and the party of the second part agrees that it shall be the duty of the injured or ill employee, either by himself, by his next of kin, or by his employer, to notify the party of the first part as soon as possible that he is in need of or is receiving medical care. Failure on the part of said employee to give such notice to the party of the first part shall relieve said first party from all liability in connection with any service other than emergency treatment. It is understood and agreed that emergency treatment does not include surgical operations and extended hospital care except when specifically authorized by the party of the first part.

6362 C. The employer shall not be required to pay the party of the first part a monthly fee for the current month for any person who upon entering the employment of the employer shall hold a certificate entitling him to medical, surgical and hospital accommodations in any Hospital Association in Oregon or Washington. This exemption in the payment of hospital dues shall apply only to the month in which such employee begins his employment with the employer. It is mutually agreed between the parties hereto that the party of the first part shall not be required to furnish any of the services stipulated for any accidental injury received off the job or any sickness contracted during said period for which employer is exempted from paying hospital fees; it being the intention that for such injury or sickness said employee shall apply for

hospital and medical services to the association represented by the hospital certificate he holds.

3. TONSIL REMOVAL:

Party of the first part will operate for the removal of tonsils. Such service shall be furnished only to those who have been under the protection of this contract for the period of three months excepting in cases becoming acutely infected after becoming protecte by this contract. At all times the need for such services will be determined by the judgment of the party of the first part.

4. EMERGENCY CARE:

Should no physician of the party of the first part be available in an emergency case requiring immediate attention, second party's superintendent or man in charge may call any reputable physician of the community on the case until such time as any physician of the party of first part is able to care for it; and such superintendent must notify the party of the first part as to the temperar employment of such physician for the emergency; otherwise the party of the first part shall not be obliged under this contract by such employment of such physician. This authorization of emergency physician or surgeon does not include other than emergency surgical procedures unless authorized in advance by the party of the first part. Party of the first part will pay reasonable cost of such emergency service.

5. PHYSICAL EXAMINATIONS:

A. One yearly examination of the entire body, including examination of heart, lungs, blood pressure, hemoglobin blood test, and analysis of urine, will be made by physician members of Lakeview Hospital, Inc., upon request of employee entitled; Wasserman or Kahn tests for syphilis, blood counts, fluoroscopic and X-ray examinations are not included excepting where the examining physician finds specific need for the same. Examination for insurance, marriage licenses applications for air plane pilot's license, and any other examination specifically required under some ruling set forth by others than party of the first part are not included.

B. The party of the second part at his discretion may reguire a physical examination of each new employee hired after this contract is in effect, as a condition of employ-

ment; and the party of the first part agrees to make such examination, regardless of the fact that employment may not have been consummated, and no pay-roll deduction may have been made. The party of the first part agrees to report to the party of the second part any physical disability, deformaty, or disease, which may appreciably lessen the efficiency of such prospective employee, or may render him unduly liable to incur accidents. This physical examination shall embrace only those items specified in Section A of this paragraph; tests for syphilis, blood count, fluoroscopic and X-ray examinations are not included, excepting where examining physician finds need for same.

6363 6. EXEMPTIONS AND LIMITATIONS.

A. The benefits of this agreement do not apply to insanity, pregnancy, childbirth, or any condition arising therefrom veneral diseases, including syphilis and gonorrhea, cancer and other tumors, tuberculosis, or other anemia, diabetes, alcoholism, narcotism or drug addiction, pyorrhea, deformities, cogenital defects; nor to any condition that is actively or manifestly existing at the time the employee comes under the terms of this or proceding agreements; nor to diseases or conditions of a chronic nature.

Also excluded from the benefits of this agreement are all diseases referable to the genital organs and diseases not common to both sexes, injuries or diseases incurred or contracted as the result of violation or intended violation of law; injuries resulting from acts of personal violence in which the injured employee was the agressor; or illnesses or injuries as the result of the use of intoxicating liquor, drugs, or narcotics, shall also be excluded from the benefits of this contract, where the use of such liquor, drugs, or narcotics was the primary cause of sustaining such injuries or illness.

The party of the first part will, however, make diagnosis to determine any of the above conditions.

B. CHRONIC DISEASES DEFINED

"Chronic" conditions or diseases as used herein are those conditions of prolonged duration, characterized by slowly progressing symptoms as differentiated from "acute" conditions, which are defined as those ailments of recent origin coming speedily to a crisis.

C. ACUTE CONDITIONS BECOMING CHRONIC

An acute condition shall be deemed to have become chronic at the expiration of six months of medical care and treatment.

7. DENTAL SERVICE LIMITED

Dental services will be furnished only where in the judgment of the attending physician the teeth are a causative factor in the illness. Dental caries or infection of a chronic nature will not be cared for under this contract.

8. CREDENTIALS ENTITLING WORKMAN TO TREATMENT

Each employee seeking medical service or hospitalization under this agreement must present proper credentials, proving his or her rights to the benefits of this contract. As proof of employee's right to this service the second party agrees as follows:

A. Each month to furnish the party of the first part with a list of the employees on the pay-roll for the preceding month, from which deductions for said month are made on pay-roll to furnish said list by the FIFTH day of the month following that for which deductions are made.

B. To furnish any employee entitled to treatment for the current month with treatment request, certifying that deduction is being made from that month in accordance with this agreement.

C. Should the injury for which treatment is being sought fall within the purview of the State Industerial Accident Act, or within the duties of private insurer recognized by State Accident Commission, to furnish injured workman with proper accident report, signed by employer and workman.

Should injured or ill employee apply without treatment order to any of the physicians of the Lakeview Hospital, Inc. for treatment or hospitalization, claiming to be entitled to such service for the month, party of the first part will make and endeavor to ascertain if such employee is in fact so entitled; and party of the second part agrees to furnish the attending physician with treatment order subsequent to begining treatment.

6364 If medical or hospital service is furnished any workman under the erroneous idea that he is entitled

when in fact such is not the case—due to a mistaken idea, either by the workman or by the employer of the party of the second part whos duty it is to issue treatment orders, then any reasonable expense for the medical service, medicines and/or hospitalization shall be billed to party of the second part, who shall in turn collect from workman so treated, when in fact not entitled to treatments.

9. REJECTION OF CONTRACT BY ANY EMPLOYEE

A. It is expressly understood and agreed by and between the parties hereto that any employee may serve his employer with a written notice rejecting the benefits of this agreement. In such an event the employer shall make no deduction as hospital dues from the wages of such employee on the pay-roll.

B. No employee who has previously rejected the contract may subsequently have its benefits restored without a written request to his employer expressing a desire for coverage and it is EXPRESSLY UNDERSTOOD AND AGREED that such restoration shall not be granted until a period of ninety days shall have expired from the date of such notice requesting restoration.

10. REJECTION OF INDIVIDUAL EMPLOYEES BY FIRST PARTY

A. The party of the first part reserves the right to reject from coverage any employee of the party of the second part whose physical examination and/or history shows physical defects and/or chronic diseases or conditions which render him likely to be an excessive charge against the costs of this contract, in spite of the fact that chronic diseases are exempt from treatment hereunder-paragraph 6, A, B, C.

B. This right of rejection shall not be exercised until after conference with party of the second part.

11. HOME SERVICES:

Party of the first part agrees to treat employees in their homes should they be detained there by serious illness or accident, where it is impossible for them to present themselves at the office of the attending physician of the party of the first part; and in such cases they shall be entitled to receive medicines and dressings in the same manner as if applying to the physician's office for treatment,

12. LIMITATIONS OF HOSPITAL SERVICE

It is understood and agreed that the party of the first part is not to take trivial cases into the hospital and is to be final judge as to whether a patient is well enough to be discharged from treatment or from hospital. Questions of eligibility for treatment or admission to hospitals are to be determined by what any reasonable or prudent man would do or require in case he were paying for like service directly.

13. CONDITIONS FOR MAINTAINING FULL COVERAGE

A. It is agreed and understood that party of the second part and its employees are now subjects to Workmen's Compensation Act, or the employees are protected by private insurer recognized by the State Accident Commission, and second party agrees to remain so protected and in good standing thereunder while this contract is in effect; and it is agreed that party of the first part shall receive payment from State Accident Commission, or approved insurer, for services and hospitalization furnished employees pursuant to treatment coming within the purview of the said Workman's Compensation Act. Should payment of hospital and medical dues by party of the second part for its employees become delinquent and remain so for
6365 thirty (30) days, then this agreement shall be null and void, and there shall be no further liability of the party of the first part. PROVIDED THAT medical service and/or hospitalization shall not be denied any workman for the remainder of any month for which pay-roll deductions have been made; and PROVIDED FURTHER that so far as reasonably possible, each workman affected by delinquency of party of second part (his employer) shall be notified of such delinquency by party of first part.

B. NO WAIVER OF PAYMENT OF HOSPITAL DUES

Any employee covered by this agreement who incures illness or accident of sufficient severity to continue absence from work into any month subsequent to the original injury or illness—whether industerial or non-industerial—may maintain his coverage under this agreement for such month or months as pay-roll deductions are not being made, by voluntarily paying to his employer (by him to be re-

mitted to first party) payment or payment of which would have otherwise have been deducted on the pay-roll.

Any employee as described above who does not make such payment, shall not be covered for the month or months when deductions are not being made. This does not involve a disclaimer of liability to continue treatment of original injury or illness, but does disclaim liability for new illness or injury, concurrent with but not dependent on the primary illness or injury.

14. IN CONSIDERATION WHEREOF, the second party agrees to collect $2.50 per month from each of his employees EXCEPT THOSE who have given written notice to the employer rejecting the contract, and EXCEPT THOSE who may have been rejected by the party of the first part in accordance with paragraph 12 of this agreement, and pay same to party of first part on or before the tenth day of the following month.

In case of an employee having begun work after the fifteenth of the month, then $1.25 only is to be collected for him, to be paid to the party of the first part; PROVIDED THAT, in no case shall a new employee be required to pay in excess of ten cents per day for the first three days of his employment.

It is definately understood and agreed that payment under this contract shall be due and payable on the first day of the month following the month for which they apply, and shall be payable to the party of the first part on or before the tenth day of the following month. For the purpose of auditing pay-roll, second party, first party shall, upon request, have access to pay-roll at all reasonable times.

6366 IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that this contract shall remain in full force and effect for the period of one year from date hereof. IT IS FURTHER PROVIDED THAT the contract cannot be terminated by either party without sixty (60) days notice to opposite party that agreements herein are being violated, and without giving said party an opportunity to correct such violation.

IT IS ALSO UNDERSTOOD AND AGREED that should the number of employees under coverage during any one month fall below the number of ten, coverage shall automatically cease until such month as the number contributing shall again reach that limit.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in triplicate by their authorized officials this day and year first above written.

Executed in the presence of: LAKEVIEW HOSPITAL, INC.

..... By:.....
Witness. Party of the First Part.
Secretary-Treasurer.

....
Witness.

By:.....
Party of Second Part.

Plaintiff's Exhibit 1115

6367

Minutes of the
Regular Meeting of the Council
of the
Multnomah County Medical Society
Held in the Auditorium of the Medical-Dental Building
on Tuesday, November 3, 1942, at 7:00 P.M.

The meeting was called to order by President George E. Henton with the following members present:

George E. Henton
Charles P. Wilson
John Raaf
Rachel Carleton Sparks
Richard B. Adams
Matthew McKirdie
Vernon J. Brown
Charles E. Sears
H. L. Blosser
Thomas D. Robertson
C. C. Newcastle

John H. Fitzgibbon was also present.

Dr. Fitzgibbon outlined the activities of the Oregon War Emergency Health Committee, consisting of representatives of all the professional societies and governmental agencies concerned in the provision of public health, hospital, and professional services in Portland, recently organized under the leadership of the Oregon State Medical Society. He stated that the purpose of the Committee was

to ensure the maintenance of our present high standards of health among an additional 90,000 persons who will shortly enter the Portland metropolitan area as a result of contemplated increases in employment in war industrial plants.

Dr. Fitzgibbon stated that the Committee was now making a survey of existing facilities and needs and would shortly submit a report of its findings and recommendations. He stated that preliminary investigation had revealed that the problem could be met by expansion of existing public health and hospital facilities.

Dr. Fitzgibbon stated that the most acute phase of the problem was the possibility of epidemics of the communicable diseases among new families who will live in concentrated housing units of a substandard type. He suggested that a campaign of immunization among these families be urged. Upon motion duly made and seconded, it was voted that the Portland City Bureau of Health and the Multnomah County Health Department, in cooperation with private physicians, be urged to undertake a campaign of immunization, particularly against diphtheria and smallpox, among the families who will live in concentrated housing units.

Dr. Adams, chairman of the committee which the President was authorized to appoint at the October meeting to submit recommendations concerning increasing the compensation of the executive secretary, reported that the Committee had given careful consideration to this matter and had concluded to recommend that, effective November 1st, the executive secretary be paid a salary of $100.00 per month for his services as manager of the Doctors' Official Credit Bureau. Upon motion duly made and seconded, it was voted that this recommendation be adopted.

6368 Dr. Adams, Chairman of the Supervisory Committee of the Oregon Physicians' Service, reported concerning the experience during the first quarterly period under the contracts to provide prepaid medical service to employees of the Oregon Shipbuilding Corporation and the Kaiser Company, Incorporated—Swan Island Division. He stated that this experience indicated that physicians rendering service to employees under these contracts should be compensated on the basis of a fair, average fee schedule.

President Henton announced that he had been asked to present a proposal to request insurance companies to elim-

inate, for the duration of the war, evening appointments for the examination of applicants for insurance. It was moved by Dr. Blosser, seconded by Dr. Adams, that no action be taken on this proposal. The motion was lost by a vote of 5 to 3.

Upon motion duly made and seconded, it was voted that the President write a letter to the insurance companies offering the recommendation that physicians be not called at night to examine applicants for insurance.

The following letter from Harry C. Blair and H. vH. Thatcher was read:

October 28, 1942

St. Helens Pulp & Paper Co.
St. Helens, Oregon

Pope & Talbot Lumber Co.
St. Helens, Oregon

Industrial Hospital Association
538 Medical Arts Building
Portland, Oregon

Columbia County Medical Society
St. Helens, Oregon

Council
Multnomah County Medical Society
Medical Dental Building
Portland, Oregon

Gentlemen:

During the past week this office was advised and later furnished with a list which contained the names of various doctors attending patients for the Industrial Hospital Association, Medical Arts Building, Portland, Oregon. Among the doctors' names and under the heading of "Specialists" are the names of Doctors Blair and Thatcher, orthopedists, Stevens Building, Portland, Oregon, as being "available through reference from our home office."

6369 We were not aware that such a list existed until this information was received from St. Helens, Oregon.

Permission to use our names in this capacity has never been given to Industrial Hospital Association. As a matter of fact, a number of years ago Doctors Blair and Thatcher

made it clear that we did not wish to be connected with the Industrial Hospital Association.

The typewritten list we have in our possession has no letterhead. We insist that those making out this list omit the names of Doctors Blair and Thatcher.

Yours very truly,

(S) HARRY C. BLAIR

(S) H. vH. THATCHER

HvHT:RA

• • • • •

.....
Secretary

Plaintiff's Exhibit 1116

6370

Minutes of the
Regular Meeting of the Council
of the
Multnomah County Medical Society
held in the Auditorium of the Medical-Dental Building
on Tuesday, May 1, 1945, at 8:00 P. M.

The meeting was called to order by President Blair Holcomb, with the following members present:

Blair Holcomb
E. E. Gambee
William A. Shea
R. Lloyd Tegart
Gifford Seitz
Jessie L. Brodie
William H. Thayer
Birchard A. Van Loan
Charles P. Wilson
Ira E. Gaston
J. Milton Murphy
Charles E. Sears
D. S. Swart

John H. Fitzgibbon, Gordon B. Leitch, Forrest E. Rieke, Joseph E. Scott, and Helen A. Carey were also present.

Willard C. Marshall, Joseph E. Harvey, Jr., and Arthur W. Knox of the Oregon Physicians' Service, and the executive secretary were also present.

The minutes of April 3rd were read and approved.

• • • • •

Dr. Tegart, Chairman of the Supervisory Committee of the Oregon Physicians' Service, reported that the Committee had taken no special action during the past month.

Willard C. Marshall, General Manager of the Oregon Physicians' Service, reported that nine new contracts covering 125 subscribers had been entered into in Multnomah County during March. He stated that the number of
6371 subscribers in war industrial plants was declining.

President Holcomb called attention to the problem of the relationship of specialists, particularly internists, to the Oregon Physicians' Service. In this connection, Dr. Holcomb quoted from a letter from E. E. Rubey, Comptroller of the Oregon Physicians' Service, addressed to the Board of Directors shortly before his resignation, in which he discussed various problems of policy. Dr. Holcomb suggested that a copy of this letter be sent to each member of the Council and the Supervisory Committee.

Upon motion duly made and seconded, it was voted that the President be authorized to appoint a committee of members specializing in internal medicine to study and submit recommendations concerning the relationship of internists to the Oregon Physicians' Service.

There was discussion regarding the likelihood that, when a marked decrease in the number of residents of Vanport City occurs as a result of the reduction in war industrial activity, the physicians now in private practice there would move to other locations. Upon motion duly made and seconded, it was voted that, when private practice becomes impracticable in Vanport City, the Board of Trustees of the Vanport City Hospital be urged to employ physicians to provide medical service to the residents of the project.

At the request of President Holcomb, Dr. Fitzgibbon outlined his suggestions for the organization of a Community Health Council to be sponsored by the Society and to consist of representatives of the Society, the dental, nursing, and pharmaceutical professions, the hospitals, industry, labor, and other interested groups.

• • • • •

Dr. Sears, Chairman of the Board of Censors, reported that the Board had approved the following applications for membership:

Active Membership

S. Gorman Babson
Harold M. E. Boyd
William Cohen
Rudolph M. Crommelin, Jr.
Martin F. Gilmore
Robert J. Gould
John E. Hughes
Alfred H. Johnston
Guy R. McCutchan
Warren E. Nielson
Forrest E. Rieke
Kenneth J. Scales
Paul E. Shininger
George R. Suckow
David K. Taylor
Charles E. Warnell

6372 *Junior Membership*

Charles G. Barclay
Warren F. Bolton
Donovan O. Cooke
Will C. Davis
Anton D. Elmer
John E. Field
Stanard R. Gillespie
John M. Guiss
Powis L. Heitmeyer
Ivan C. Jackson
C. Stanley Lloyd
Lee F. Martinson
Paul H. Nitschke
Philip M. Rummell
Matthew W. Stevens
Mary T. Williams

Associate Membership

Selma B. Hyman

Upon motion duly made and seconded, it was voted that these applications for membership be approved for submission to the general Society.

There being no further business, the meeting was adjourned.

(Signed) Clifford Seitz, M.D.
Secretary

Plaintiff's Exhibit 1117

6373

BY-LAWS

RULES AND REGULATIONS

OF

THE MEDICAL STAFF

OF THE

Physicians and Surgeons
= Hospital =

PORTLAND, OREGON

6376 • • • • •

ARTICLE III.

MEMBERSHIP

Qualifications

Section 1. The qualifications for membership on the Medical Staff shall be a graduate of an approved medical school, legally licensed to practice in the State of Oregon, qualified for membership in the Multnomah County Medical Society (or the local medical society in his own area) and practicing within a reasonable distance of the hospital.

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6377 • • • • •

ARTICLE IV.

ETHICS AND ETHICAL RELATIONSHIPS

Section 1. The Code of Ethics as adopted by the American Medical Association and the American College of Surgeons shall govern the professional conduct of the members of the Medical Staff. Specifically, all members of the Medical Staff shall pledge themselves that they will not receive from or pay to another physician, either directly or indirectly, any part of a fee received for professional services. On the contrary, it shall be agreed that all fees shall be collected and retained by the individual physician in accordance with the value of services rendered.

• • • • •

6390 6. All operations performed shall be fully described by the attending surgeon. All tissues removed at operation shall be sent to the hospital pathologist

who shall make such examination as he may consider necessary to arrive at a pathological diagnosis.

• • • • •

6391 • • • • •

12. Patients may be treated only by physicians who have submitted proper credentials and have been duly appointed to membership on the medical staff.

• • • • •

Plaintiff's Exhibit 1118

6392

SPONSORED BY THE OREGON STATE MEDICAL SOCIETY

OREGON'S APPROVED MEDICAL SERVICE PLAN

OREGON [Emblem] PHYSICIANS' *SERVICE*

1214 S.W. SIXTH AVE.
PORTLAND 4, OREGON

June 27, 1949

In Reply Refer to:
Irene Smazal
Bridal Veil Lumber
Membership #381297

Portland Sanitarium
932 S. E. 60th. Ave.
Portland 15, Oregon

Gentlemen:

Our service agreements uniformly provide for cost of drugs and medicines only when furnished during such time as a member is confined to the hospital as a registered bed patient for a coverable illness or injury.

Since this patient's condition did not require hospitalization as a bed patient at the time the drugs in question were furnished we are unable to assume responsibility for the cost of your services in this instance.

Very truly yours,

OREGON PHYSICIANS' SERVICE
Claims Department

By (Signed) V BAKER

VB:gc
cc to Miss Irene Smazal

Plaintiff's Exhibit 1120

6393 25 cents, back numbers
10 cents, current week

OREGON VOTER

Economic, Financial, Taxation and Public Affairs Review of Oregon and the Pacific Northwest

Entered as Second Class Matter May 1, 1915, at the Postoffice at Portland, Oregon

Vol. 87, No. 10 PORTLAND, OREGON December 5, 1936

6394 • • • • •

DOCTORS FEAR

Social Medicine

For laymen to make a business profit out of vending medical service is obnoxious to the medical profession. Here in Oregon a determined effort is being made by the profession to force laymen out of ownership of hospital associations. Those associations are corporations which provide medical and hospital service to employes of industries under contractual arrangements whereby the industries deduct small monthly fees from employe wages. Already the medical society has forced one hospital association to cause its lay organizer to dispose of his stock to fellow shareholders who are physicians. The pressure is being brought on another hospital association to force its organizer, who now is one of its principal owners, out of the business. If the hospital association does not conform, the medical profession will see to it that the physicians who are employed by it will be suspended, which suspension carries with it exclusion from practice in standard hospitals. Denied the right to employ specialists outside of its own staff, and denied access to hospital facilities by its own staff or any other physicians paid by it, the hospital associations would be so crippled in their capacity to render good service that their usefulness would be questionable.

The issue will be before the next legislature in one form or another. It may get into the courts. Meantime,
6395 the medical society is agitated by the controversy, and employers and wage-earners are becoming con-

cerned as to what will happen to their medical service. Co-incidently, though not inspired by the controversy, the campaign for Social Medicine has been launched here under auspices so unselfish that no one will question the motives of those who are conducting it.

Hospital Ass'ns

Social medicine is what the medical profession dreads. It senses in social medicine a threat to the independence and integrity of the profession by forcing it under political administration and control. With the pay of its individual members dependent largely on political wire-pulling, and with its practice enmeshed in governmental red tape, the profession no longer would be able to maintain its position as primarily responsible for medical education as the source of progress in medical science and in conservation of public health. The antagonism to lay participation in ownership and control of hospital associations has its roots in this fear of group practice under controls outside the profession. The profession is striking it as the first stronghold to be won in a long war against group medicine in any and all forms that may develop into social medicine.

Next in line for attack are hospital associations which are owned by members of the medical profession as corporation shareholders. With that ownership dispersed, cooperative hospital associations, organized under the auspices of the medical profession itself, will be under the ban unless they can be reorganized into a form that is far more satisfactory to the profession than has been attained so far. Next in line are the group clinics which take individual cases as groups of physicians instead of as individual physicians with each making his own separate terms with each patient. And somewhere along the line the contract doctors will be on the carpet, for they contract with employers to render individual service to employe groups, instead of making personal and financial arrangements separately with each employe. There are other forms of group practice which are feared as tending towards social medicine.

Concerned for Health

None of the foregoing is based on any official utterance in behalf of the local medical society. It is only our own journalistic estimate of the opinion and purpose of the controlling leadership of the local society in its effort to carry out policies which are fostered by the national leaders of the profession as the official heads of the Amer-

ican Medical Association. We have studied carefully the reports and other documents issued by the AMA and in them abundant confirmation of these purposes insofar as it may be found necessary to carry them out in order to purge the profession of any co-operation from within with any of the agencies which are regarded by it as a trend towards social medicine.

As we sense it, this campaign has the sympathy of a majority of the profession, but is opposed by a considerable minority composed mainly of physicians who have a considerable practice as contract doctors or as staff physicians or specialists engaged by or members of co-operative or incorporated hospital associations or clinics. This majority and minority are not clearly defined, and there is a middle zone in which are found physicians who are not identified with either faction but are much concerned over the friction as likely to do far more harm than good to the profession and to the service it renders.

Generally regarded as the noblest of the profes-
6396 sions outside of those involving self-sacrifice for religion, the medical profession has an age-old ethics and tradition to which the great bulk of its membership are devotedly loyal. The profession feels responsible for administering medical care to every human being who is in need of it, regardless of the amount of compensation or whether there is not the slightest hope of compensation. It feels responsible for passing along its ethics and the knowledge of the art and science of medicine without charge to younger generations as they come along, and hence serves medical educational institutions without charge (except as staff members are required to devote all or a large part of their time to institutional service) and also serves without charge in delivering lectures, holding institutes and writing informative articles for the information of all the profession. It performs vast uncompensated service for the poor, at their bedsides and in public hospitals. It is the pride of the profession that the pauper in a county hospital receives the same top quality of surgical or medical attention that is provided for the millionaire whose money can command the best. This vast educational and humanitarian service operated by the profession without compensation to its members is a contribution to human welfare that is little recognized by the laity, for it is against the ethics of the profession for it to attempt to glorify itself by publicity propaganda. Its member are expressly

forbidden to seek any publicity whatsoever for any of their achievements or even for their attainments save as they may be expressed by degrees and a simple line indicating a specialty, and this same spirit governs its attitude towards parade of the good done by the profession as a whole.

Shifting of Profits

Through all of this is shot something of human nature in its less unselfish manifestations; all is not idealism. This is said not in criticism, but in recognition of reality. The application of ethics has resulted in many shifts of the profits of service, and, as in the present case, may result in serious injustice to wage-earners and people of small means in their effort to provide medical service for themselves without risking financial ruin. We fear that the eager zeal with which the profession is attacking group practice is not inspired wholly by a determination to help provide medical care to people of small means under a plan that they can support out of their earnings. We fear it is inspired in part by the conviction that the yield from individual fees will be impaired seriously in proportion as patients turn to group medicine instead of to individual physicians. This conviction probably is well founded, and in proportion as members of the profession have felt this loss of fees by absorption of some of their paying patients into group care, they have become seriously concerned—partly for the patient's welfare, but in part for their own financial prospects

6397 *Picked Top Specialist*

Some odd situations have arisen. We mentioned that the local profession itself had launched a co-operative hospital association under its own auspices. Listed as physicians who would participate in the service were about a hundred fine Portland physicians, including a number of the leading members of the profession. Solicitors were employed to go out and get business. Printed folders were issued. Naturally the solicitation was to the head of each business, who was asked to interest himself in a plan for bringing his entire force of employes into a contractual arrangement under which each would have the best of medical care and hospitalization as needed, and it was strongly urged that each could select his own physician from the list as advertised. The head of the business glanced down the list; recognized on it the names of several distin-

guished specialists; asked whether he would be classified as an employe; learned that if the employer was a corporation, and he was an employe of that corporation, he would be eligible for service; gleefully closed the deal that could means so much to all the employes including himself; and within a few days turned up in the office of the leading specialist of Portland for an examination. The specialist would have charged this able high-salaried corporation executive $10 or $25; had charged him some such fee on a previous occasion. When the specialist finally got paid in the washout of revenues less costs of providing medical service to employes, he received the munificent fee of seventy cents instead of the $10 or $25 he saw in sight when the corporation executive entered the office. The physician's emotions were so aroused by contemplation of the 70 cents that he resigned in high dudgeon. Since then he has found it difficult to contain himself when his own hospital association is mentioned.

Disappointed in Pay

This physician's discomfiture was shared generally among the hundred, for each was disappointed in the pay received for a call. The method of distributing returns was
6398 revised over and over again, but is not satisfactory and probably never will be satisfactory to all the physicians, for the demands for medical service are heavy when an employe knows it is available on call, and the fees charged by the co-op were too low for the plan it had. The co-op had ventured into a field that already had been occupied capably and successfully by business men and rendering a high class medical and hospital service through its staff and its specialists. The corporation as a business undertaking was responsible. It was held responsible by the wage-earners for whom medical care had been contracted and who were paying for it by wage deductions. It knew how to get good service to the wage-earners, far better service than they could get most of the time if they were left to their own devices in the inexperience selection of physicians.

Rules Became Rigid

It wasn't long before the co-op got itself into such hot water with its physician members that it had to withdraw its solicitors and tone down its advertising. The medical society had exempted it from the rigid construction of

rules when it was started; under irritation of receiving such small compensation, the physicians had the rules applied, and of late the co-op has been much slowed up because of being forbidden to solicit. Some of the solicitation it did while the lid was off was of a character that no lay-owned experienced business firm would have done. Undoubtedly a part of the antagonism to the successful incorporated hospital association is due to the fact that the corporation acted with responsibility such as the physicians did not know enough to display, lacking business experience and a sufficient sense of responsibility that goes with becoming successfully established in a service business.

Knowing, or Not

It is on this responsibility for rendering service that the case must rest in the long run. It is undoubtedly true that if a patient knows enough to pick the right physician and has enough confidence in his own ability to pay all the bills that may result from his picking the right physician, he will consult that physician in time, when a symptom first appears. But, if fears of the size of the ultimate bill (hospital, nurses and all) hold the patient back from going to the right physician, he may procrastinate, with serious consequences to himself and his family. If that is the fix in which the man finds himeslf who knows enough to pick the right physician, how about the wage-earner who knows that he doesn't know enough to pick the right physician?

Responsibility Sought

People as a class have learned that on the whole corporations are responsible agencies with which to deal. They turn to established corporations with absolute confidence that they will not be short-changed. They buy goods and services from corporations with an unquestioning faith in fair treatment, and on the whole their faith is justified. The helpless faith of a person who goes to a physician is hardly to be compared with the alertness of a shopper who is in the habit of buying from business people. It is the inevitable result of established habit in dealing with responsible corporations and business firms that
6399 when a corporation is known for its responsibility in rendering medical and hospital service that its patrons will turn to it with greater confidence than they will turn to a physician who is a comparative stranger

who they fear will involve them in expense far beyond their resources.

Quality of Service

Some physicians say the responsible corporation does not render high quality medical service. In so far as this charge has foundation it should be substantiated and discipline enforced. The same charge against individual physicians is also made. It is doubtful whether anything much is to be gained by this class of crimination and recrimination. The facts are that in the long run the corporation cannot survive as a buiness undertaking unless it charges enough to provide adequate service and does provide adequate service.

It is a fact that when a wage-earner consults his corporate hospital association, he is referred to one of its staff physicians, who should see to it that everything is done that is required. A hospital association without that kind of capable staff member, who also is a member of the medical profession and is bound by its ethics and its obligations to see to it that the patient has everything that is needed, would be derelict, and ought to be put out of business. It is unlikely that it could succeed in business and survive indefinitely, but it ought to be put out of business in a hurry. The medical profession could see to it that every hospital association has an adequate full-standing staff and that it patronized the best specialists. Instead, it is in position of trying to wipe out that kind of business management which lay people know enough to provide and which makes for responsibility.

Can Pay for Service

Once the wage-earner makes his call, the staff physician is at liberty to have X-ray pictures made, refer the patient to the best specialist in town, order the best hospital service, order private nurses and order any and all things that will make for recovery. The staff physician
6400 does all this knowing that every service will be paid for. The patient knows that everything will be paid for. The advantage of this to the patient is obvious. He came in for consultation instead of procrastinating and postponing out of financial fear. He came in time.

To say that this class of responsible corporate management of medical service is not of benefit to people of modest means as a class, especially wage-earners, is to say some-

thing that the facts may not justify. We ought to know more about the facts, and not be guided solely by professional zeal in a matter so bitterly controversial because of its economic effect on the members of the profession that is concerned so vitally. The public, the patient and the profession all have to be considered. The profession feels responsibility for all these factors, public, patient and professional; but the actual responsibility in the long run must be shared by the public and the patient and not left as the exclusive concern of the profession.

Hence the demand for Social Medicine. If corporate responsibility is to be barred from contributing to the solution of the problems involved in the cost of medical care for all the people, the trend will fix itself, we fear, towards what the doctors fear most—Social Medicine, with its potentialities for evil. The subject of this controversy now raging is one of vaster significance than the fate of the doctors or laymen who are immediately concerned.

MINE OUTPUT—Final 1935 figures for Oregon released by US Bureau of Mines places production of gold, silver, copper and lead at a value of $2,010,343, increase of 65.3% over 1934 value of $1,216,075. Respective outputs: gold, 54,160 fine ozs worth $1,895,604 vs 33,712 ozs worth $1,895,-604 vs 33,712 ozs valued at $1,178,220 in 1934; silver, 110,385 ozs valued at $79,399 vs 46,560 ozs worth $30,099; copper, 397,800 lbs at $3,017; lead, 59,575 lbs at $2,383. Leading gold-producing counties: Baker, 20,084 ozs at $702,967; Grant, 10,755 ozs at $377,131; Josephine, 10,015 ozs at $350,547. A substantial quantity of placer gold "produced by itinerant miners" is included in the figures.

(This exhibit is part of the December 5, 1936 issue of the *Oregon Voter*. It was a weekly publication claiming a paid circulation of over 2000.)

Plaintiff's Exhibit 1121

6401 MULTNOMAH COUNTY MEDICAL SOCIETY

PORTLAND, OREGON

OFFICE OF THE SECRETARY

July 12, 1936

Mr. R. W. Nelson, Superintendent
Portland Sanitarium
932 S. E. 60th
Portland, Oregon

Dear Mr. Nelson:

This letter is to advise you that our Committee on Hospital Betterment at a meeting today voted to request the hospitals to refrain from entering into any agreement covering group hospitalization until the committee has had an opportunity to study the pending proposal and other plans in this field and to report to the Council.

Very truly yours,

MULTNOMAH COUNTY MEDICAL SOCIETY

By (Signed) JOHN C. ADAMS
Secretary

Plaintiff's Exhibit 1122

6402 RULES, BY-LAWS AND REGULATIONS

For the

PORTLAND SANITARIUM AND HOSPITAL STAFF

—As Revised to December 31, 1937—

I. The Physicians practicing in the Portland Sanitarium and Hospital shall constitute the "Attending Staff of the Hospital." For the purpose of these By-laws, the term "Staff" shall include all physicians practicing in the hospital.

II. Membership. The membership shall be subdivided into the House, Regular and Courtesy staffs.

1. The House Staff shall consist of physicians in regular attendance in the hospital by reason of their connection with the hospital.

2. The Regular Staff shall consist of those physicians eligible to membership in the County or State Medical Society of the territory in which they reside who have signified their desire to become members of the staff, and have been approved by the Executive Committee, the Superintendent, and Board of Trustees.

3. Courtesy Staff Members: Except as provided in By-law No. 9, Section 13, the privileges of the Hospital may be granted also to any physician who is eligible to the Regular Staff, and the same qualifications and requirements shall be executed as in the case of applicants for the Regular Staff. Dentists also who are graduates of recognized schools of dentistry and who are otherwise eligible may be appointed Courtesy Staff Members.

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9. All operations performed in the hospital shall be fully described. All tissues removed at operation shall be the property of the hospital and shall be examined by a competent pathologist, whose report shall form a part of the patient's case record.

• • • • •

6441-6442-6443
6444-6445-6446

Plaintiff's Exhibit 1123

4654

YOUR HOSPITALS
offer
the
BLUE CROSS PLAN
of
FAMILY HOSPITALIZATION

Northwest Hospital Service Plan

1900 S. W. MORRISON STREET
PORTLAND 5, OREGON

OREGON TRUSTEES

MISS CELIA BAST
Hahnemann Hospital

RALF COUCH
University of Oregon Medical School

C. H. EARL
Emanuel Hospital

WILLIAM GALESDORF
Salem General Hospital

GEORGE GERLINGER
Willamette Valley Lumber Co.

MISS ALTA HOLLENBECK
Good Samaritan Hospital

DR. E. H. McLEAN
Physician

E. B. MacNAUGHTON, President
First National Bank of Portland

DR. STANLEY LAMB, Vice-President
Physician

A. L. MORLAND, Treasurer
Emanuel Hospital

R. W. NELSON, Secretary
Portland Sanitarium

DR. CHAS. E. SEARS
Physician

SISTER JOHN OF THE CROSS
St. Vincent's Hospital

W. P. STALNAKER
Oregon Mutual Life Insurance Co.

HOW TO JOIN

Individual families are not accepted. You must enroll through a firm or group. If the firm where you are employed is not enrolled, ask your employer to contact us.

WHO MAY JOIN

Employees of firms or groups through payroll deduction or group collection.

NO WAITING PERIOD

Upon effective date of a group, benefits are immediately available even for chronic conditions. (With exception of maternity and tonsils as explained in this pamphlet.)

NO MEDICAL EXAMINATION

There are no medical forms to fill out nor is a physician's examination necessary.

IS THERE AN ENROLLMENT FEE?

No. Your monthly dues cover your expenses.

FREE CHOICE OF HOSPITALS

You may receive service in any of the participating hospitals you choose. (Listed on another page.)

NO MEDICAL CARE

is included in the benefits. Services rendered by a physician are not covered. We pay your hospital bill. You make your usual arrangements with your doctor as we do not interfere with patient-physician relationships.

WHO DETERMINES NEED OF HOSPITALIZATION?

Your physician.

BENEFITS IN

Hospitals not located in Oregon or Washington:

- Allowance of $5.50 per day for all services for 21 days.

Non-participating Oregon or Washington Hospitals:

- Allowance of $5.50 per day for all services for 21 days. If there is no participating hospital in your community, full service will be allowed in your local institution.

Among services not included are those for venereal disease, alcoholism or drug addiction, quarantinable disease, mental, pulmonary tuberculosis (other diagnosis), out-patient care, cases where hospital care is provided under Workman's Compensation or other industrial coverage, blood or blood plasma for transfusions, radium or deep therapy.

Services in Participating Hospitals FOR 883 PATIENTS

- Bed and board with general nursing service in ward.
- All operating room service including anesthesia by hospital employee.
- Laboratory service
- Drugs and dressings.
- X-Ray service.
- Maternity care hospitalization after 10 months membership.
- Hospitalization for removal of tonsils and adenoids in children after six months membership. Adults at any time.
- Male adults allowed 111 hospital days each calendar year. Women and each child 21 days.
- Private room may be obtained by member paying the difference between ward and private room rate.

MONTHLY CHARGES

• Individual employee	$ .75
• Husband and wife	1.50
• Husband, wife and all dependent children under 19	2.00

Northwest Hospital Service Plan is operated under the jurisdiction of the State Insurance Department of Oregon, as a non-profit corporation.

The plan is approved by the American Hospital Association, American College of Surgeons, Oregon Association of Hospitals, Washington State Hospital Association, and employers and civic leaders.

ONE FAMILY IN THREE FACES HOSPITALIZATION EACH YEAR

Plaintiff's Exhibit 1124

6417

DR. HARRY E. MACKEY

PHYSICIAN AND SURGEON

1036 WALL
BEND, OREGON

July 26, 1944

Directors Lumbermens Hospital Ass'n.
Bend, Oregon

Gentlemen:

All the practicing physicians in Bend, or, in other words, the members of the staff of the Lumbermens Hospital have long been in disharmony with the policies of the Oregon State Medical Society by reason of our subscribing to the fee schedule put forth by the Lumbermens Hospital Ass'n. The President and council members of the state society have long urged that we demand a fee schedule in all contract practice that is commensurate with that schedule proffered by the society sponsored Oregon Physicians' Service. This condition obtains in all the associations from whom the local physicians accept cases. Even the Farm Security Administration is now meeting the Oregon Physicians Service schedule. We are informed that no group of doctors or no local medical society any where in the state are accepting the low fees paid by the Lumbermens Hospital Association, and we see no reason why this has existed in the past and certainly no reason why it should continue in the future.

At a meeting of the local medical society last week attended by Dr. Thompson Coberth of The Dalles, President of the Oregon State Medical Society, all members voted in favor of informing the directors of the Lumbermens Hospital Association of our intentions and desires in this matter.

The local medical society desires to hold a joint meeting in the very near future with the directors of the Lumbermens Hospital Association for the purpose of discussing this matter. Doctor Coberth and some member of the state council who are entirely conversant with how similar industrial groups are being cared for throughout the state have stated their willingness to attend such a meeting.

May we hear from you so that we may arrange the meeting for the latter part of next week.

Approved: FRED A. LIEUALLEN
DIOSU HENDERSHOTT
J. W. STROM

J. C. VANDEVERT
(Dr. Hoseh on vacation)

Sincerely yours,

(Signed) PAUL WOERNER
Paul Woerner, M. D., Pres.

(Signed) HARRY E. MACKEY
Harry E. Mackey, Secty.
Central Oregon Medical Society

Plaintiff's Exhibit 1143

6418

CONSTITUTION
of the
STAFF OF THE EMANUEL HOSPITAL
1936

* * * * *

6419 * * * * *

ARTICLE XI.

Rules

Members of the staff and visiting physicians must abide by and obey the rules of the hospital, constitution and rules of the staff and ethics of the American Medical Association. Violation of said rules, constitution and rules and code of ethics shall constitute a cause for expulsion from the staff or being dropped from the list of visiting physicians.

Before a physician is expelled from the staff he shall be given a fair trial before the Executive Committee of the staff who may by two-thirds vote if they deem the charges are sustained, recommend to the Board of Directors that he be expelled. Final action shall rest with the Board of Directors. Before a member of the staff is placed upon trial he shall be given a two weeks notice in writing stating the charges upon which he is to be tried. The notice shall be signed by either the president or secre-

tary of the staff. The Board, however, has the right to dismiss a member if such action should seem advisable.

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4. The attending physicians shall be responsible for seeing that a complete record including personal history, examination findings, including the necessary laboratory work, diagnosis, treatment, record of operation, if surgical, together with findings at operation, and gross and microscopic examination of material removed, daily record and condition of the patient at the time of his discharge is on file before the patient is dismissed from the hospital.

Plaintiff's Exhibit 1144

6422 January, 1948

CONSTITUTION OF EMANUEL HOSPITAL STAFF

ARTICLE I. NAME

The name of this organization shall be the "EMANUEL HOSPITAL STAFF".

ARTICLE II. MEMBERSHIP

Qualifications

The applicant for membership on the Medical Staff shall be a graduate of a recognized medical school or dental school, legally licensed to practice in the state of Oregon, qualified for membership in the City and the County Medical Society or Portland District Dental Society, and practicing within a reasonable distance of the hospital. Any reference in the constitution and by-laws of the Emanuel Hospital Medical Staff to "physicians" shall be applicable to dentist members also.

• • • • •

6433 ARTICLE VIII. RULES AND REGULATIONS

Section 1.

The code of ethics as adopted by the American Medical Association and the American College of Surgeons shall govern the professional conduct of the members of the Medical Staff. Specifically, all members of the Medical Staff shall pledge themselves that they will not receive from or pay to another physician, either directly or in-

directly, any part of a fee received for professional services. On the contrary, it shall be agreed that all fees shall be collected and retained by the individual physician in accordance with the value of services rendered.

* * * * *

6434 RULES AND REGULATIONS FOR EMANUEL HOSPITAL STAFF

* * * * *

8. The attending physicians shall be held responsible for the preparation of a complete medical record for each patient. This record shall include identification data; complaint; personal history; family history; history of present illness; physicial examination; special reports such as consultations, clinical laboratory, x-ray and others; provisional diagnosis; medical and surgical treatment; pathological findings; progress notes; final diagnosis; condition on discharge and, in case of death, an autopsy report when available. No medical record shall be filed until it is complete.

9. All records are the property of the hospital and shall not be taken away from the hospital without permission of the Administrator.

6435 10. In case of readmission of a patient to this hospital all previous records shall be available for the use of the attending physician. This shall apply whether the patient be free or pay and whether he be attended by the same physician or by another.

11. A complete history and physical examination shall in all cases be written within twenty-four hours after admission of the patient.

12. Working diagnosis shall be recorded on admission.

13. Except in cases of emergency, patients for major operation shall be admitted by 3:00 P.M. o'clock the day previous to operation.

14. All operations performed shall be fully described in writing by the attending surgeon within 24 hours of completion of the immediate surgery. All tissues removed at operation shall be sent to the hospital pathologist, who shall make such examination as he may consider necessary to arrive at a pathological diagnosis.

* * * * *

6436 • • • • •

Patients may be treated only by physicians who have been appointed to staff membership or in case permission is given by the Administrator of the hospital.

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Plaintiff's Exhibit 1145

6439 MINUTES OF THE SPECIAL MEETING
of the
BOARD OF DIRECTORS
of the
KLAMATH MEDICAL SERVICE BUREAU
held
October 19, 1948

• • • • •

Dr. Black brought up the matter of membership in A.M.C.P., which matter had been previously discussed and studied. After considerable discussion it was moved by Dr. Sharp, seconded by Dr. Engelcke that Klamath Medical Service Bureau make application for membership in the Associated Medical Care Plans (Blue Shield), which motion was unanimously passed.

• • • • •

(Signed) R. H. Engelcke

Plaintiff's Exhibit 1146

6440 MINUTES OF THE REGULAR MEETING
of the
BOARD OF DIRECTORS
of the
KIAMATH MEDICAL SERVICE BUREAU
held
September 28, 1948

A regular meeting of the Board of Directors of the Klamath Medical Service Bureau was held at the Klamath Valley Hospital on Tuesday, September 28, 1948. Members present were Dr. Rugh, President, Doctors Black, Sharp, Engelcke and Oldenburg and Manager Brown of the Bureau.

President Dr. Rugh called for the reading of the minutes of the regular meeting held August 24, 1948, and the special

meeting held September 14, 1948, which minutes were read and unanimously approved.

Communications: President Dr. Rugh then called for reading of communications, at which time Manager Brown read a letter from L. Howard Schriver, M. D., President A.M.C.P., re invitation to membership. After a brief discussion, the matter was deferred until Manager Brown had an opportunity to confer with the O.P.S. officials regarding the advisability of applying for membership in A.M.C.P. at this time.

President Dr. Rugh then called for reading of the Profit and Loss statement, which was read by Manager Brown, and after brief discussion was approved as read.

Old Business: The matter of K.M.S.B. responsibility during the first six month's membership for medical examination fee for first call when chronic conditions definitely found to be existing at that time was brought up and discussed, and it was thereafter moved by Dr. Black, seconded by Dr. Engelcke that a bulletin be issued advising all member physicians that first call fee for medical examination within first six months membership when chronic condition is definitely present will not be the Bureau responsibility hereafter.

President Dr. Rugh then brought up the old question of Star Drug Company billing which, at the present time, is three months behind, and after considerable discussion Dr. Rugh appointed himself a committee of one to discuss the matter with the proprietor of the Star Drug in an effort to correct this situation.

The next matter under Old Business brought up for discussion was the question as to the proper method of billing the Bureau for hospital bills of Bureau members, and after considerable discussion Dr. Black made a motion reaffirming a previous ruling regarding this matter, which previous ruling provided that the Bureau accountants compute the patient-day costs of Bureau members, which figure would re-computed each six months on and after October 1, 1948, on which date the hospital would commence billing the Bureau on said fixed flat fee basis. This motion was seconded by Dr. Engelcke and unanimously passed.

6441 *New Business*: The matter of the use of mixed respiratory and influenza A & B virus vaccine was dis-

cussed at considerable length, and it was moved by Dr. Black, seconded by Dr. Engelcke that all Bureau members be advised by bulletin that the fee for mixed respiratory and influenza A & B virus vaccine be $2.00 for each injection, not to exceed one of the A & B and three of the mixed in any six-months period and the cost of the vaccine to be borne by the doctor, which motion was unanimously passed.

Fees: Manager Brown brought up the question of Dr. Dietsche's fee for William M. Jones, W. T. Co. employee, for a recurrent direct hernia, indicating that Dr. Dietsche had performed similar surgery for an indirect hernia some 7 years previous, and after considerable discussion it was moved by Dr. Engelcke, seconded by Dr. Sharp, that the fee in this particular case be okayed but that this was in no wise a precedent and that each such case in the future be presented to the Board with all its particulars, which motion was unanimously passed.

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(Signed) R. H. Engelcke

Plaintiff's Exhibit 1147

6442 MINUTES OF SPECIAL CALLED MEETING
of the
BOARD OF DIRECTORS
of
KLAMATH MEDICAL SERVICE BUREAU
held
Thursday
7.30 P. M.
January 29, 1948

Special called meeting of the Board of Directors of the Klamath Medical Service Bureau was held at the Klamath Valley Hospital, 7.30 P. M., January 29, 1948. Members in attendance were President Dr. Rugh, Secretary Dr. Sharp, Drs. Engelcke, Black, Oldenburg, Stearns and Manager Hicks.

Inasmuch as this was a special called meeting to take up the business of new fee schedule reading of the minutes of the previous meeting were dispensed with.

President Dr. Rugh having a copy of the new Oregon Physicians Service fee schedule to be effective February 1,

1948, brought up for discussion the probability of accepting this fee schedule almost as is for use by Klamath Medical Service Bureau. It was the general opinion of the members present that much discussion and time had gone into the developement of this fee schedule and we of the Klamath Medical Service Bureau would probably be justified in accepting it as it was.

President Dr. Rugh then read to the members all the various fees as set up in the schedule and a general discussion was held in respect to these fees. There were some notes made of minor changes to be noted. Then it was moved by Dr. Black seconded by Dr. Sharp that Manager Hicks be instructed to mimeograph copies of the complete proposed fee schedule as altered by the Board of Directors and send a copy to each member physician of the Klamath Medical Service Bureau requesting that each member study the fee schedule and return same with comments to the Bureau office within ten days. This motion carried unanimously.

Meeting adjourned.

(Signed) PAUL W. SHARP

Plaintiff's Exhibit 1148

6443

Minutes of the Meeting
of the
Board of Directors
of
KLAMATH MEDICAL SERVICE BUREAU
March 26, 1946

The regular meeting of the Board of Directors of Klamath Medical Service Bureau was held at the Hillside Hospital at noon Tuesday, March 26, 1946. Members in attendance were President Dr. Stearns, Drs. Johnson, Adler and Black and Manager Joe Hicks. And for making a special Hospital Committee report the Hospital Committee in total were there, including Drs. Adams and Oldenburg. Dr. Merle Swansen was there as a visitor.

Minutes of the previous meeting, February 26, 1946, were read and approved.

Dr. Stearns called on Manager Hicks to read financial report of the Bureau operations for the month of February. Manager Hicks stated that the only important feature of

the report was that Weyerhaeuser Timber Company's and State Industrial Accident Commission's Checks had not come in during the calander month, cutting the total income down nearly $3000.00, but that otherwise the month was very normal, showing very little service demands for the month of February.

President Dr. Stearns then asked Manager Hicks to report on the activities of California Physicians' Service and Oregon Physicians' Service with regards family coverage. Manager Hicks stated that Oregon Physicians' Service had offered to groups for their families a contract that was so costly that it would probably not be sold in any quantity at all. Manager Hicks felt that the program was not intended to sell in quantity but rather was intended to place Oregon Physicians' Service in the position of stating that they had offered family coverage service to the people of Oregon but that it was not being accepted in quantity. Manager Hicks then gave a brief statement of the activities of the California Physicians' Service, stating that their full coverage medical service program was based on the patients paying for the first two doctor calls and that the charge for the employed male was $2.45 a month and for the employed female was $2.90 a month, with a total charge of $6.30 a month for families of three or more. Manager Hicks stated that this program, while selling in some volume, was not reaching the low wage earners and was not in any way offering competition to the various clinic type plans such as Kaizer's Permanente Foundation.

President Dr. Stearns then asked for discussion with regards to holding a stock-holders meeting, the purpose being to make a change in our by-laws to protect the Bureau against unwillingness on the part of a member to purchase liability insurance as required for membership in the Bureau. It was the general concensus of opinion that we should have a stockholders meeting in the very near future, but it was left up to the President and Secretary to determine when to call this meeting.

President Dr. Stearns then called on Manager Hicks to give a report on the advertising being done with respect to the individual Hospital Service Plan. Manager Hicks stated that to date he had spent approximately $300.00 in newspaper advertising and that beginning next Monday morning the program would be advertised on Station KFLW over an on-the-spot news program that comes over

American Broadcasting Company at four o'clock in the afternoon. Manager Hicks asked the members of the Board and all members of the Bureau to pay attention to these programs and offer suggestive criticism and, if possible, suggestive script for the programs. President Dr. Stearns stated that he was sure the members would be more than glad to listen to the programs and offer suggestions. President Dr. Stearns then called on Manager Hicks for a report with respect to proposed veterans program. Manager Hicks stated that, effective April 1st, contracts

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Plaintiff's Exhibit 1149

6444

Minutes of the Meeting
of
BOARD OF DIRECTORS
of
KLAMATH MEDICAL SERVICE BUREAU
April 24, 1945

Regular meeting of the Board of Directors of Klamath Medical Service Bureau was held at Hillside Hospital at noon, Tuesday, April 24, 1945. Members in attendance were Drs. Stearns, Hilton, Massey, and Johnson and Manager Joe Hicks.

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Some bills carried over from the last Board Meeting were presented for the Board's attention, particularly bills for physio therapy treatment of fracture cases by member physicians. The Board definitely was unanimous in their opinion that the flat fee schedule for fracture care was intended to cover all after care including physio therapy treatment. Therefore, the bills were not allowed.

Then the Manager, Joe Hicks, presented the Klamath Medical Service Bureau statement for the month of March and the Klamath Medical Service Bureau statement for the quarter ending March 31st. There was considerable discussion about these statements, particularly in view of the fact that this was the best quarter experienced by the Bureau of this period since the Bureau's inception especially with regard to incident of illness and hospital stay. The Mgr. then presented quarterly statement for the hospital operation for the three months and the March statement for the hospital operation.

Next, the Manager read the report of a complaint presented to the Management by Mrs. M. W. Gregory concerning medical care rendered her husband, Mr. M. W. Gregory, Ewauna Box employee. It was moved by Dr. Hilton and seconded by Dr. Massey that the bills for service rendered M. W. Gregory in San Francisco be allowed on a basis of costs for same service in Oregon. The motion carried unanimously.

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(Signed) J. M. HILTON
Secretary-Treasurer

Plaintiff's Exhibit 1151

6445 Jan. 23 1940

Board meeting Medical-Dental Bldg. at 8 P. M. Dr. Truax presided in the absence of Dr. Stearns. All other members present including Manager Mr. Ponnell (Metropolitan Casualty Ins. Co. NY) described mal practice insurance coverage in Oregon (under auspices of State Medical Society). He stated it was purely a cooperative plan & rate would fluctuate with experience. Membership in State Society is necessary to carry private liability Ins in Metropolitan, but will write blanket policy For Bureau without all members belonging to State Society.

Dr. Hilton moved (R 2nd..) that Mr. Hicks be authorized to collect policy of each individual member, place in safe keeping and issue receipt. Motion carried.

Dr. Rugh moved (Hilton 2nd—) that Mr. Hicks be authorized to buy 1st. aid supplies at best possible prices. Motion carried. Dr. Hilton moved (Rugh 2nd..) that bills be submitted by 5th.. of month following services. Motion carried.

Motion to adjourn

(Sig ed) J. M. HILTON
Sec'y Treas.

6446 April 19 1940

Called meeting of stockholders of the K.M.S.B. held 8 P.M. at Health Unit. 21 members present. Mr. Hicks explained the first quarters statement. Mr. Hicks called attention of doctors to necessity for stating specifically any exceptions to the physical exam (on line above doctors'

signature) so that the management can obtain employee's signature waiving coverage.

Dr. Massey moved (2nd. Dietsche) to authorize the Board to spend $100 for advertising purposes over the next 6 mo. Motion Carried.

Various matters discussed informally.

(Signed) J. M. HILTON, Sec'y

6447 Feb. 20 1940

Board meeting held Elk Hotel, noon. All members present. Mr. Hicks also present. Letter from Division of Insurance Dept. of Investment, State of Calif. in reply to inquiry regarding coverage in Calif. Letter on file. Several matters were discussed informally.

On motion the meeting adjourned.

(Signed) J. M. HILTON Sec'y.

6448 May 20—1941

Called Meeting of Board of Directors.

Motion made by Dr. Rugh 2nd by Dr. Hilton to pay ½% of 1940 Income to Support of Bureau of Medical Economics. Motion passed.

(Signed) J. M. HILTON
Sec'y Treas.

Plaintiff's Exhibit 1152

6449

BY-LAWS

OF

KLAMATH MEDICAL SERVICE BUREAU

Article I

Stockholders' Annual Meeting.

The annual meeting of the Stockholders shall be held on the first Monday in December of each year at Klamath Falls, Oregon, at the hour of 12 o'clock Noon, at which meeting a Board of five Directors shall be completed by the election of directors to fill the terms expiring at that

date. At the first meeting of the stockholders, five Directors shall be elected, two for a term of three years each, two for a term of two years each, and one for a term of one year. Thereafter directors shall be elected for a term of three years and elections shall be held for such number of directors as have a term expiring at the date of the meeting. Such other business shall be transacted at said meeting as shall legally come before the same. No further notice shall be required for said meeting other than herein contained. If the first Monday of December in any year falls upon a holiday, the said annual meeting shall take place on the next business day at the same hour and place.

6454

Amendment—see minutes of special meeting dated June 21, 1946

Each member of this Bureau shall procure and keep in force and effect during his continuance as a member hereof appropriate liability insurance for protection of such member against claims for damages for any alleged malpractice. Such policy shall be purchased from the insurance company approved by the Oregon State Medical Society and shall be conditioned that the insurance company will defend all such actions, and if judgment be obtained it will pay such judgment up to an amount of at least $5,000.00 for one claim and $15,000.00 for any group of claims. Copies of such policy shall be deposited with the Secretary of the Bureau. Should the member fail to pay his Oregon State Medical Society dues and assessments and said insurance premium on or before these dues and premiums become past due, the Klamath Medical Service Bureau shall remit said dues and premiums from Bureau funds and shall deduct these amounts remitted from the member's monthly fee checks.

6455

Article XV

Other Hospital Work.

No individual member shall make a new contract for his services with any other hospital association except
6456 that contracts in existence at the time of the adoption of these By-Laws may be performed and extended

or renewed from time to time so long as the arrangement is satisfactory to the parties thereto. If any other hospital association shall hereafter list any member as its physician at Klamath Falls, Oregon or elsewhere, then such member, before doing any work thereunder, shall re-require that such hospital association shall likewise list as physicians to such association, every other member of this Bureau.

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6457 • • • • •

Article XVIII.

No stockholder physician or surgeon shall be listed in the contracts or any other document, list or circular of the Bureau unless he shall be at all times a member in good standing of a local Medical Society.

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Plaintiff's Exhibit 1153

6458 BOARD MEMBERS

Ralph W. Stearns, President L. L. Truax, Vice President J. M. Hilton, Sect.-Treas. J. G. Patterson, Asst. Sect.-Treas. C. V. Rugh	1940-1941
Ralph W. Stearns, President J. G. Patterson, Vice President J. M. Hilton, Sect.-Treas. G. A. Massey, Asst. Sect.-Treas. C. V. Rugh	1942-1943
Ralph W. Stearns, President J. G. Patterson, Vice President J. M. Hilton, Sect.-Treas. G. A. Massey, Asst. Sect.-Treas. E. D. Johnson	1944
Ralph W. Stearns, President G. A. Massey, Vice President J. M. Hilton, Secretary-Treas. E. D. Johnson, Asst. Sect.-Treas. George H. Adler	1945

Ralph W. Stearns, President E. D. Johnson, Vice President J. M. Hilton, Sect.-Treas. Geo. H. Adler, Asst. Sect.-Treas. Neil Black	)	1946
Ralph W. Stearns, President Geo. H. Adler, Vice President J. M. Hilton, Secretary-Treasurer Neil Black, Asst. Sect.-Treas.	)	Resigned in August 1947
Paul W. Sharp	)	Elected Vice Pres. to fill vacancy
C. V. Rugh,	)	Elected to fill vacancy.
C. V. Rugh, President Neil Black, Vice President Paul W. Sharp, Sect.-Treas. R. H. Engelcke, Asst. Sect.-Treas. R. W. Oldenburg	)	1948
C. V. Rugh, President Neil Black, Vice President Paul W. Sharp, Sect.-Treas. R. W. Oldenburg, Asst. Sect.-Treas. Marvin Nerseth	)	1949

(This exhibit refers to the Klamath Medical Service Bureau.)

Plaintiff's Exhibit 1160

6459 March 9, 1949

Oregon Physicians' Service
1214 S. W. Sixth Avenue
Portland 4, Oregon

Attn: Joe E. Harvey, Jr., Assistant General Manager

Gentlemen:

Pursuant to your request I have secured signed copies of Cooperating Physicians' Agreement from A. Ivan Thompson, Marshall W. Poole and Jack M. Martin, M. D.'s, which are enclosed herewith. I also placed copies in the hands of Drs. Merryman and Karstens, who are not members of our Bureau but who have indicated they will execute same

and mail to your office direct. I believe these five complete the list of Klamath County doctors who have not as yet been included in the list of Cooperating Physicians.

You may send us 100 copies of the new list of Cooperating Physicians, and we shall distribute them to all Bureau doctors and have a supply in this office.

Very truly yours,

KLAMATH MEDICAL SERVICE BUREAU

L. A. Brown, Manager

LAB:omg

6460

SPONSORED BY THE OREGON STATE MEDICAL SOCIETY

OREGON'S APPROVED MEDICAL SERVICE PLAN

OREGON [Emblem] PHYSICIANS'

Service

1214 S. W. SIXTH AVE.
PORTLAND 4, OREGON

February 9, 1949

Klamath Medical Service Bureau
355 Main Street
Klamath Falls, Oregon

Attention: Mr. Lawrence Brown, Manager

Gentlemen:

We are getting ready to print a corrected list of O. P. S. Cooperating Physicians throughout the state. As in the past, when it came to making corrections for your area, we find ourselves in the position of having to ask for some assistance. Doubtless there are a number of physicians recently located in your county who are not as yet O. P. S. Cooperating Physicians. We would sincerely appreciate anything you can do toward securing O. P. S. Cooperating Agreements from those physicians who are not listed on the old list. We enclose a supply of Cooperating Agreement forms that can be used for this purpose.

There is no particular rush about this matter—but we would like to finish up the corrections about the 10th of March if possible. In returning new Cooperating Agreements and corrections to the list, would you also mind

indicating how many of the new lists you would like to have when they come off the press. Once again, we sincerely appreciate your help in keeping the doctor list up to date.

Sincerely yours,

OREGON PHYSICIANS' SERVICE

(Signed) JOE
J. E. Harvey, Jr.
Assistant General Manager

JEH:lr

Plaintiff's Exhibit 1162

6461 February 28, 1944

W. P. Wilbur, M.D.
Lakeview, Oregon

Dear Dr. Wilbur:

Jack Yeoman, representative of the A. F. of L., lumber and sawmill workers, was just in my office discussing the problem of a prepaid medical contract for the Crane Creek Lumber Company logging camp employees. As you probably know, their logging camp is on the West side of Goose Lake and is technically in the Lakeview jurisdiction, although they may be cutting some logs on the California side.

Mr. Yeoman is under the impression that you doctors of Lakeview will not accept a non-industrial medical aid contract for these employees. I told Mr. Yeoman that I was quite sure he was mistaken in this respect, as I felt the Lakeview doctors would be more than glad to take care of any industrial groups that naturally drift to Lakeview for their services, and that considering this, we of the Klamath Medical Service Bureau would prefer the contract would be held by the Lakeview doctors.

However, if there is some reason that you do not wish to take this contract or that you feel it would be better for the Klamath Medical Service Bureau to handle it or whatever the circumstances might be, I would appreciate hearing your side of the story. As you can remember, we took the contract for the care of the Peterson-Johnson employees and surprisingly enough found it to be a very satisfactory contract. A large number of employees came here for service, and the doctors in Lakeview treated us very fair in